

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 266326)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC
Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,¹

Reorganized Debtor.

PCMG TRADING PARTNERS XXIII, L.P.,

Plaintiff,

vs.

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Defendant.

§
§ Chapter 11
§
§ Case No. 19-34054-sgj11
§
§
§
§
§
§ Adv. Proc. No. 22-03062-sgj
§
§
§
§
§
§
§
§
§
§

¹ The Reorganized Debtor's last four digits of its taxpayer identification number are (8357). The headquarters and service address for the above-captioned Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

**APPENDIX IN SUPPORT OF HIGHLAND
CAPITAL MANAGEMENT, L.P.'S AMENDED MOTION TO DISMISS**

Ex.	Description	Appx. #
1.	<i>Limited Partnership Agreement of PCMG Trading Partners XXIII, L.P.</i>	00001 - 00012
2.	<i>Amendment to Limited Partnership Agreement</i>	00013 - 00018
3.	<i>Certificate of Amendment, dated July 27, 2007</i>	00019 - 00024
4.	<i>Certificate of Amendment, dated April 24, 2015</i>	00025 - 00028
5.	<i>Purchase Agreement</i>	00029 - 00035
6.	<i>Original Complaint, Adv. Proceeding No. 21-03067, D.I. 1-1 (Bankr. N.D. Tex. Sept. 29, 2021)</i>	00036 - 00071
7.	<i>Original Complaint, Adv. Proceeding No. 22-03052, D.I. 1-1 (Bankr. N.D. Tex. May 25, 2022)</i>	00072 - 00090
8.	<i>Original Complaint, Case No. 21-cv-01479-S, D.I. 1 (N.D. Tex. June 23, 2021)</i>	00091 - 00102
9.	<i>Order (i) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief, Case No. 19-34054-sgj, D.I. 1943 (Bankr. N.D. Tex. Feb. 22, 2021)</i>	00103 - 00264
10.	<i>Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified), Case No. 19-34054-sgj, D.I. 1808 (Bankr. N.D. Tex. Jan. 22, 2021)</i>	00265 - 00331
11.	<i>Original Complaint, Adv. Proceeding No. 22-03062, D.I. 1-1 (Bankr. N.D. Tex. June 10, 2022)</i>	00332 - 00349
12.	<i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., Case No. 19-34054-sgj, D.I. 2700 (Bankr. N.D. Tex. Aug. 11, 2021)</i>	00350 - 00354
13.	<i>Certificate of Service of Vincent Trang re: Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., Case No. 19-34054-sgj, D.I. 2747 (Bankr. N.D. Tex. Aug. 19, 2021)</i>	00355 - 00530
14.	<i>Plaintiff's Motion to Stay All Proceedings, Adv. Proceeding No. 22-03062, D.I. 6 (Bankr. N.D. Tex. June 10, 2022)</i>	00531 - 00536
15.	<i>Electronic Order, Adv. Proceeding No. 22-03062, D.I. 7 (Bankr. N.D. Tex. June 10, 2022)</i>	00537 - 00538
16.	<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order, Adv. Proceeding No. 22-03062, D.I. 8 (Bankr. N.D. Tex. June 10, 2022)</i>	00539 - 00547
17.	<i>Plaintiff's Motion to Dismiss, Adv. Proceeding No. 22-03062, D.I. 11 (Bankr. N.D. Tex. June 10, 2022)</i>	00548 - 00556
18.	<i>Order, Adv. Proceeding No. 22-03062, D.I. 19 (Bankr. N.D. Tex. June 10, 2022)</i>	00557 - 00559
19.	<i>Declaration of James. P. Seery, Jr., in Support of Amended Motion to Dismiss</i>	00560 - 00563
20.	<i>Letters re Mandatory Withdrawal of Limited Partnership Interests</i>	00564 - 00567

21.	<i>Investment Management Agreement, dated March 31, 2015, by and among Highland, Plaintiff, and Strand Advisors III, Inc.</i>	00568 - 00571
-----	---	---------------

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated: June 16, 2022.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 266326)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

EXHIBIT 1

LIMITED PARTNERSHIP AGREEMENT

OF

PCMG TRADING PARTNERS XXIII, L.P.

LIMITED PARTNERSHIP AGREEMENT

OF

PCMG TRADING PARTNERS XXIII, L.P.

LIMITED PARTNERSHIP AGREEMENT ("Agreement") made and entered into as of the 21st day of September, 1999.

W I T N E S S E T H :

WHEREAS, the parties hereto wish to form a limited partnership (the "Partnership") pursuant to Chapter 17, Title 6 of the Delaware Code.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1

Definitions

When used in this Agreement the following terms shall have the meanings set forth below:

1.1 Affiliate. An "Affiliate" of an entity shall mean any person, partnership, corporation or other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with, such entity.

1.2 Benchmark Capital Account Level. The "Benchmark Capital Account Level" with respect to a Limited Partner's Capital Account shall mean the highest historical amount of such Capital Account achieved as a result of Net Profits allocated to such Capital Account, which amount shall be adjusted to reflect any capital contributions to, or withdrawals or distributions from, such Capital Account, as follows: (i) the Benchmark Capital Account Level shall be reduced with respect to any withdrawal or distribution from such Capital Account on a pro rata basis determined by reference to the amount of such withdrawal or distribution relative to the amount of such Capital Account immediately prior to such withdrawal or distribution and (ii) the

Benchmark Capital Account Level shall be increased on a dollar for dollar basis in the case of any additional Capital Contribution.

1.3 Business Day. A "business day" shall mean any day on which the New York Stock Exchange is open for business.

1.4 Capital Account. A "Capital Account" shall mean the account established and maintained for each Partner on the books of the Partnership as provided for in Section 4.3.

1.5 Capital Contribution. The "Capital Contribution" of a Partner at any time shall mean the aggregate amount of cash or other consideration which has been contributed to the Partnership by such Partner in accordance with Section 4.1.

1.6 Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (and any successor thereto). Any reference in this Agreement to specific sections of the Code shall be deemed to include a reference to any corresponding successor sections.

1.7 Fiscal Year; Fiscal Quarters. The first "Fiscal Year" of the Partnership shall be the period beginning on the date of the first Capital Contribution and ending on December 31, 1999. Each Fiscal Year ending after December 31, 1999 shall end on December 31, unless the General Partner shall otherwise determine, in accordance with applicable law, in which case notice thereof shall be given to the Limited Partners. The "Fiscal Quarters" of the Partnership shall end on March 31, June 30, September 30 and December 31 of each Fiscal Year.

1.8 General Partner. "General Partner" shall mean The Private Capital Management Group L.L.C., a Nevada limited liability company and any other person who is admitted as an additional general partner pursuant to Section 6.3 or in accordance with Section 7.1.

1.9 Interest. A Partner's "Interest" in the Partnership shall mean any right, title or interest in or to, or right to receive payment with respect to or on account of, a Partner's Capital Contribution, Capital Account or Partnership Percentage.

1.10 Investment Company Act. The "Investment Company Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations promulgated from time to time thereunder by the Securities and Exchange Commission.

1.11 Limited Partners. "Limited Partners" shall mean the persons who are referred to as such on Schedule A to this Agreement and their respective successors and assigns as may be permitted by this Agreement, all of whose Capital Contributions shall be set forth on Schedule A opposite the name and address of such Limited Partner or otherwise maintained in the books and records of the Partnership.

1.12 Management Fee. "Management Fee" means an annual fee payable by the Fund to the General Partner equal to 7.50% of each Limited Partner's Capital Account as of the end of each Fiscal Year, prior to the allocations of realized and unrealized profits and losses and prior to the reduction for the Fiscal Year's accrued management fees and reallocation of capital.

1.13 Net Loss. "Net Loss" shall mean the realized and unrealized net decrease in the value of the Partnership's net assets (after liabilities of any sort (whether contingent or otherwise) and expenses of any sort, including the Management Fee), from the beginning of a Fiscal Quarter to the end of such Fiscal Quarter, excluding from such calculation the increase due to any Capital Contributions made during such Fiscal Quarter and the decrease due to any distributions or withdrawals made during such Fiscal Quarter.

1.14 Net Profits. "Net Profits" shall mean the realized and unrealized net increase in the value of the Partnership's net assets (after liabilities of any sort (whether contingent or otherwise) and expenses of any sort, including the Management Fee) from the beginning of a Fiscal Quarter to the end of such Fiscal Quarter, excluding from such calculation the increase due to any Capital Contributions made during such Fiscal Quarter and the decrease due to any distributions made during such Fiscal Quarter.

1.15 Partner. "Partner" or "Partners" shall mean each, any or all of the General Partner and Limited Partners as the context requires.

1.16 Partnership Percentage. The "Partnership Percentage" for each Partner shall mean the percentage determined pursuant to Section 4.2.

1.17 Partnership Tax Liability. "Partnership Tax Liability" shall have the meaning set forth in Section 5.2(b).

1.18 Quarterly Actual Return. "Quarterly Actual Return" with respect to a Limited Partner's Capital Account shall equal (i) the difference between the amount of the Capital Account on the last day of a Fiscal Quarter and the amount of the

Benchmark Capital Account Level with respect to such Capital Account divided by (ii) such Benchmark Capital Account Level.

1.19 Quarterly Base Return. "Quarterly Base Return" with respect to a Limited Partner's Capital Account shall equal one-quarter of the annualized yield for the 90-day U.S. Treasury Bill most recently auctioned on or prior to the first Business Day of such Fiscal Quarter (as such yield is published in the Wall Street Journal or, if not published therein, such other publication determined by the General Partner and provided to the Limited Partners).

1.20 Securities. "Securities" shall include any bonds, debentures, notes, preferred or preference stock, common stock, certificates of beneficial interest, warrants, partnership interests, currencies, certificates of deposit, repurchase and reverse repurchase agreements, swap agreements, notional principal contracts, cap, collar and floor agreements, voting trust certificates, put and call options, commodity or spot commodity contracts, forward or future contracts or any option with respect thereto any other financial instrument trading on a recognized exchange or in the over-the-counter markets.

ARTICLE 2

Partnership Business; Assignability of Interests

2.1 Name; Principal Place of Business; Term. The name of the Partnership shall be PCMG Trading Partners XXIII, L.P., and the principal place of business of the Partnership shall be at 5925 Carnegie Boulevard, Suite 500, Charlotte, North Carolina 28209, unless changed by the General Partner, which shall give notice thereof to the Limited Partners. The Partnership shall commence upon the filing of a Certificate of Limited Partnership with the Office of the Secretary of State of Delaware and shall continue without limitation of term, unless terminated sooner as provided herein.

2.2 Partnership Business. The Partnership is organized to generate capital appreciation. To seek this objective the Partnership may (i) utilize substantially all of the Fund's assets to collateralize one or more swaps or notional principal contracts; (ii) engage in short-term trading involving any type of security or derivative instrument; and (iii) engage in other activities in the pursuit of the Partnership's investment objective, including the direct investment by the Partnership in Securities.

2.3 Liability to Creditors. A Limited Partner (or former Limited Partner) may be liable to creditors of the Partnership to the extent provided for in this Section 2.3, and by executing this Agreement such Limited Partner consents to such liability to the extent that the Partnership engages in borrowing or otherwise incurs indebtedness which borrowing or indebtedness by its terms provides the creditor with recourse to the assets of the Limited Partners. Notwithstanding the forgoing, the Partnership shall not, without the prior written approval of each Limited Partner, engage in any borrowing, financing, indebtedness or other transaction of similar effect ("Partnership Indebtedness") the terms of which provide that any Limited Partner shall be liable with recourse to such Limited Partner with respect to such Partnership Indebtedness (i) in an amount greater than the lesser of: (A) an amount equal to the product of such Limited Partner's Percentage Interest multiplied by the unpaid amount of such Partnership Indebtedness or (B) an amount equal to the product of the aggregate Capital Contributions of such Limited Partner multiplied by 2.25; or (ii) which obligates any Limited Partner to pay any obligations of any other Limited Partner with respect to such other Limited Partner's obligations relating to the Partnership Indebtedness (i.e., any Partnership Indebtedness shall be several and not joint with respect to any recourse liability of the Limited Partners). The General Partner shall have unlimited liability for the repayment and discharge of all debts and obligations of the Partnership incurred during the period such Partner is the General Partner of the Partnership which are not by their terms either non-recourse as to the General Partner or limited to specific assets of the Partnership.

2.4 Assignability of Interest.

(a) Except with the express written consent of the General Partner (which may be withheld in the sole and absolute discretion of the General Partner), a Limited Partner may not assign, sell, transfer, pledge, hypothecate or otherwise dispose of his Interest in whole or in part to any person, except by operation of law, and no assignee pursuant to an assignment consented to by the General Partner under this Section 2.4(a) shall become a substituted Limited Partner without the prior written consent of the General Partner under Section 6.1. Notwithstanding anything expressed or implied in this Agreement to the contrary, any such assignee who has not been so admitted to the Partnership as a substituted Limited Partner shall receive that share of capital and profits and shall have the right of redemption to which his assignor would otherwise have been entitled and shall remain subject to the other terms of this Agreement binding upon Limited Partners but shall not (without being so admitted to the Partnership as a substituted Limited Partner) have any of the other rights of a Limited Partner.

or for the accounts of third parties, the records of such trading will not be made available to the Limited Partners.

3.4 Expenses of the Partnership. The Partnership shall pay, or reimburse the General Partner for, all organizational and operating expenses incurred, paid or accrued by the Partnership in the ordinary and usual course of business, including, but not limited to, management fees, including the Management Fee, interest on borrowed funds, salaries and bonuses of employees, consultants, agents and similar personnel that are not Affiliates of the General Partner, auditing expenses, legal expenses, brokerage commissions, margin, premium and interest expenses, fees and disbursements of transfer agents, registrars, custodians, subcustodians and escrow agents, costs of investment in and withdrawal from an investment vehicle and all other investment related expenses, and shall also pay all expenses incurred in the organization of the Partnership, including, without limitation, any fees paid to counsel to the General Partner. Compensation paid to any Partner shall be deemed an operating expense of the Partnership and shall not be deemed a distribution or withdrawal from, or charged against, the Capital Account of such Partner.

3.5 Furnishing of Information. Each Limited Partner shall furnish such information as may be reasonably requested by the Partnership or the General Partner in order to enable counsel to furnish such opinions as may be required by, and the Partnership and the General Partner to comply with, any regulatory requirements.

ARTICLE 4

Capital Contributions; Profits and Losses

4.1 Capital Contributions. Each Partner has made one or more Capital Contributions to the Partnership, in the amount at least equal, in the case of an initial Capital Contribution by a Limited Partner, to \$2,000,000 (or such lower amount as may be accepted by the General Partner in its sole discretion), which amounts shall be set forth on Schedule A hereto or otherwise on the books and records of the Partnership. Such contribution may be in cash or property as may be accepted by the General Partner in its sole discretion.

The General Partner may, in its sole discretion, accept additional Capital Contributions, as of the first day of any Fiscal Quarter, from any Partner or from any other person subject, however, to Article 8 of this Agreement.

4.2 Partnership Percentages. There shall be established for each Partner as of the first day of each Fiscal Quarter a Partnership Percentage for such Fiscal Quarter. The Partnership Percentage of each Partner for each Fiscal Quarter shall be determined by dividing the amount of such Partner's Capital Account for such Fiscal Quarter by the sum of the Capital Accounts of all the Partners for such Fiscal Quarter. The sum of the Partnership Percentages for each Fiscal Quarter shall be equal to 100%.

4.3 Capital Accounts; Allocations and Reallocations.

(a) The Capital Account of each Partner shall initially be in an amount equal to such Partner's initial Capital Contribution and, as of the close of each Fiscal Quarter, shall be (i) increased by additional Capital Contributions made by such Partner from time to time in respect of any such Fiscal Quarter and by the Net Profit (and items thereof) of the Partnership allocated to such Partner with respect to such Fiscal Quarter and (ii) decreased by any withdrawals or distributions made in respect of any such Fiscal Quarter from such Partner's Capital Account, by the Net Loss (and items thereof) of the Partnership allocated to such Partner with respect to such Fiscal Quarter and, in the case of the Limited Partners, by the reallocations of Capital Accounts treated as payments under Section 707(c) of the Code. Except as otherwise provided in Sections 4.5 and 4.8, a Partner's interest in Net Profit or Net Loss of the Partnership for any Fiscal Quarter shall be determined by multiplying such Partner's Partnership Percentage as of the beginning of such Fiscal Quarter by an amount equal to the total Net Profit or Net Loss of the Partnership for such Fiscal Quarter. A Partner's interest in Net Profit or Net Loss of the Partnership for any Fiscal Year shall be determined by adding such Partner's interest in Net Profit and/or Net Loss for each of the Fiscal Quarters comprising such Fiscal Year.

4.4 Allocations for Tax Purposes. Except as otherwise provided in Section 4.5, as of the end of each Fiscal Year of the Partnership, items of Partnership income, gain, loss, deduction and expense shall be allocated among the Partners pursuant to the following subparagraphs for federal income tax purposes. Except as otherwise provided, such allocations shall be pro rata from short-term capital gain or loss and long-term capital gain or loss and net ordinary income or loss realized by the Partnership.


(a) Each item of ordinary income and deduction shall be allocated, as nearly as possible, in the same manner as the Net Profit or Net Loss of which such items are components were allocated pursuant to Section 4.3.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
as of the date and year first above written.

GENERAL PARTNER:

The Private Capital Management Group LLC

By: The Private Capital Management Group LLC,
General Partner

By: 
Ralph E. Lovejoy II,
Chief Executive Officer

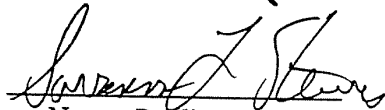
Signed and sworn to before
me this 29th day of September, 1999

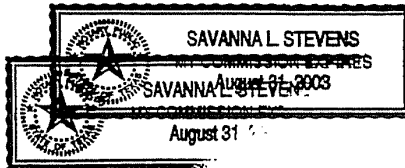

Wendy L. Hill
Notary Public

LIMITED PARTNER:

By: 
Name: Mark K. Okada

Signed and sworn to before
me this 29th day of Sept., 1999


Savannah L. Stevens
Notary Public




IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
as of the date and year first above written.

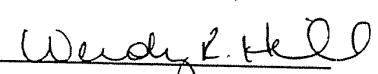
GENERAL PARTNER:

The Private Capital Management Group LLC

By: The Private Capital Management Group LLC,
General Partner

By: 
Ralph E. Lovejoy II,
Chief Executive Officer

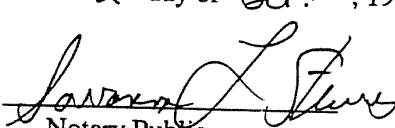
Signed and sworn to before
me this 29 day of September, 1999

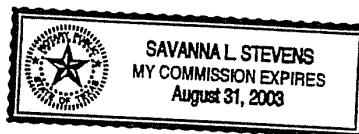

Notary Public

LIMITED PARTNER:

By: 
Name: James D. Dondero

Signed and sworn to before
me this 29 day of Oct. Sept., 1999


Notary Public



SCHEDULE A

General Partner

<u>Name and Address*</u>	<u>Capital Contributions</u>	<u>Effective Date</u>
Private Capital Management Group L.L.C. 5925 Carnegie Boulevard Suite 500 Charlotte, NC 28209		September 21, 1999

Limited Partners

<u>Name and Address*</u>	<u>Capital Contributions</u>	<u>Effective Date</u>
James D. Dondero 1150 Two Galleria Tower 13455 Noel Road – LB #45 Dallas, TX 75240	\$5,000,000	September 21, 1999
Mark K. Okada 4037 Amherst Ave. Dallas, TX 75225	\$1,666,666	September 21, 1999

*copy:

EXHIBIT 2

DEC-11-2000 14:21 FROM:BCP DALLAS

214 712 9276

TO:972 628 4142

P.002/002

Highland Capital Management, L.P.

1150 Two Galleria Tower • 13455 Noel Road LB #45 • Dallas, Texas 75240

December 5, 2000

To: Bolton Capital Planning LLC

It is understood by the Limited Partners of PCMG Trading Partners XXIII, L.P. that all trades placed by them in the Refco Capital Markets account are the responsibility of the Limited Partners. ~~Private Capital Management Group L.L.C.~~, as General Partner will not be held liable for any of their actions with regards to these funds.

Bolton Capital Planning, LLC



LIMITED PARTNER

By: 

Name: James Dondero

LIMITED PARTNER

By: 

Name: Mark Okada

972-233-4300 • Fax: 972-233-4343

214 712 9276

DEC-11-2000 14:21 FROM:BCP DALLAS

214 712 9276

TO:972 628 4142

P.001/002

B O L T O N

Founders Square, 900 Jackson Street, Suite 600, Dallas, TX 75202 Phone (214) 712-9274 Fax (214) 712 9276

FACSIMILE COVER SHEET

TO: James Dondero/Mark Okada

FAX #: 972/628-4142

FROM: Joan McGee

DATE: December 11, 2000

PAGES: 2

(including cover sheet)

NOTES: The General Partner is no longer Private Capital

Management Group, LLC. I need for both of you to initial

this change and fax back to me at 214/712-9276. Thank you.

If this fax is not complete, please call (214) 712-5610.

Bolton Capital Planning LLC

Appx. 00015

214 712 9276
DEC-12-2000 11:37 FROM:BCP DALLAS 214 712 9276 TO:972 628 4142 P.001/003

B O L T O N

Founders Square, 900 Jackson Street, Suite 600, Dallas, TX 75202 Phone (214) 712-9274 Fax (214) 712-9276

FACSIMILE COVER SHEET

TO: Louis Koven

FAX #: 972/628-4142

FROM: Joan McGee

DATE: December 12, 2000

PAGES: 4
(including cover sheet)

NOTES: Per your request, please find attached the

Amendment to Limited Partnership Agreement. Thank you.

If this fax is not complete, please call (214) 712-5610.

Bolton Capital Planning LLC

DEC-12-2000 11:37 FROM:BCP DALLAS

214 712 9276

TO:972 628 4142

P.002/003

3. The Limited Partners hereby expressly consent to the continuation of the Partnership after withdrawal of the Outgoing General Partner with the General Partner as successor.
4. The Partnership's objective is to achieve capital growth through its investments. To seek this objective, the Partnership may (i) utilize all or a portion of the Partnership's assets to collateralize one or more swaps or notional principal contracts; (ii) engage in short-term trading involving any type of security or derivative instrument; and (iii) engage in other activities in the pursuit of the Partnership's investment objective, including the direct investment by the Partnership in financial products of any kind.
5. The office of the Partnership shall be at Founders Square, 900 Jackson Street, Suite 600, Dallas, Texas 75202.

The Partners do hereby amend the Prior Agreement as herein provided and authorize the General Partner to file an amended certificate of limited partnership incorporating the terms of this Agreement.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

PCMG23.doc

DEC-12-2000 11:37 FROM:BCP DALLAS

214 712 9276

TO:972 628 4142

P.003/003

Oct-03-2000 05:14pm From-ERNST YOUNG

2148888577

T-857

P.002/002

F-046

SEP 27 '00 05:16PM PLC LLC

P.2

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the 18th day of
_____, 2000.

GENERAL PARTNER:

Bolton Capital Planning, LLC

By: 

Chief Manager

LIMITED PARTNERS


James D. Dondero


Mark K. Okada

OUTGOING GENERAL PARTNER:

The Private Capital Management Group L.L.C.

By: 

David L. Smith
Managing Director

PCMG23.doc

EXHIBIT 3

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PCMG TRADING PARTNERS XXIII, L.P." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

CERTIFICATE OF CORRECTION, FILED THE TWENTY-NINTH DAY OF OCTOBER, A.D. 1999, AT 4 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTIETH DAY OF AUGUST, A.D. 2000, AT 1:45 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED PARTNERSHIP, "PCMG TRADING PARTNERS XXIII, L.P.".



3101592 8100H

070861490

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5881828

DATE: 07-27-07

Appx. 00020

SEP-24-99 FRI 11:22 AM

FAX NO.

STATE OF DELAWARE
SECRETARY OF STATE P. 16/26
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/24/1999
991401201 - 3101592

09/23/99

21:31

THE PRIVATE CAPITAL MGMT GROUP > 13024215753

STATE of DELAWARE
CERTIFICATE of LIMITED PARTNERSHIP

- The Undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:
- First: The name of the limited partnership is PCMG Trading Partners XXIII, L.P.
- Second: The name and address of the Registered Agent is Registered Agents, Ltd.
1220 North Market St., Ste. 1006,
Wilmington, DE 19801
- Third: The name and mailing address of each general partner is as follows:
The Private Capital Management Group, L.L.C
5925 Carnegie Blvd.
Suite 500
Charlotte, NC 28209
- In Witness Whereof, the undersigned has executed this Certificate of Limited Partnership of PCMG Trading Partners XXIII, L.P. as of _____

BY:  GP
(General Partner)

NAME: RALPH E. LONEY II GP
(Type or Print)

**CERTIFICATE OF CORRECTION FILED TO CORRECT A CERTAIN ERROR IN THE
CERTIFICATE OF LIMITED PARTNERSHIP OF PCMG TRADING PARTNERS XXIII, L.P.**

PCMG Trading Partners XXIII, L.P., a Limited Partnership organized and existing under
and by virtue of the Revised Uniform Limited Partnership Act of the State of Delaware,

DOES HEREBY CERTIFY THAT:

1. The name of the Limited Partnership is PCMG Trading Partners XXIII, L.P. (the
"Partnership").
2. The Certificate of Limited Partnership of the Partnership was filed with the Office
of the Secretary of the State of Delaware on September 24, 1999, and that the Certificate requires
correction as permitted by Section 17-213 of the Revised Uniform Limited Partnership Act of the
State of Delaware.
3. The inaccuracy or defect of the Certificate is that the Certificate was improperly
executed.
4. The execution of the Certificate is corrected as follows:

IN WITNESS WHEREOF, the undersigned has executed this Certificate of
Limited Partnership of PCMG Trading Partners XXIII, L.P. on September 24, 1999.

The Private Capital Management Group LLC,
The General Partner

By: /s/ Ralph E. Lovejoy II
Ralph E. Lovejoy II, Managing Member

IN WITNESS WHEREOF, the undersigned has executed this Certificate of
Correction to the Certificate of Limited Partnership of PCMG Trading Partners XXIII, L.P. on this
29th day of October, 1999.

The Private Capital Management Group LLC,
The General Partner

By: /s/ Ralph E. Lovejoy II
Ralph E. Lovejoy II, Managing Member

11046871.01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 10/29/1999
991462167 - 3101592

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:45 PM 08/30/2000
001440061 - 3101592

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PCMG TRADING PARTNERS XXIII, L.P.

The undersigned, desiring to amend the Certificate of Limited Partnership of PCMG Trading Partners XXIII, L.P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is PCMG Trading Partners XXIII, L.P.

SECOND: Article Second and of the Certificate of Limited Partnership shall be amended as follows:

The registered agent and its address, "Registered Agents, Ltd., 1220 North Market Street, Suite 606, Wilmington, DE 19801" shall be replaced by:


"The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801".

THIRD: Article Third and of the Certificate of Limited Partnership shall be amended as follows:

The general partner and its mailing address "The Private Capital Management Group, L.L.C., 5925 Carnegie Blvd, Ste 500, Charlotte, NC 28209" shall be replaced by:

"Bolton Capital Planning, LLC, Founders Square, 900 Jackson Street, Suite 600, Dallas, TX 75202."

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 28th day of July, 2000.


By: Charles Bolton, Managing Member
of Bolton Capital Planning, LLC,
General Partner of PCMG Trading
Partners XXIII, L.P.

DE077 - CT System Online
11068717.01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/05/2001
010111643 - 3101592

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PCMG TRADING PARTNERS XXIII, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of PCMG Trading Partners XXIII, L.P. pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is PCMG Trading Partners XXIII, L.P.


SECOND: Article Three of the Certificate of Limited Partnership shall be amended as follows:

The name of and mailing address of the sole general partner of the Partnership is:

Highland Capital Management, L.P.
Attn: James Dondoro
13455 Noel Road, Suite 1300
Dallas, TX 75240

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 17th day of March, 2001.

HIGHLAND CAPITAL MANAGEMENT, L.P.,
General Partner


By: James Dondoro
Title: President

S ///STATE/OF/DELAWARE/// V
T ///SECRETARY/OF/STATE/// O
A DIVISION/OF/CORPORATIONS// I
M FILED/09/00/AM/03/05/2001/ D
P ///010111643/-/3101592///
BY Donna Mendes

EXHIBIT 4

Delaware

PAGE 1

The First State

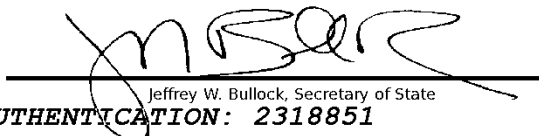
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "PCMG TRADING PARTNERS XXIII, L.P.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF APRIL, A.D. 2015, AT 9:04 O'CLOCK P.M.

3101592 8100

150559202

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2318851

DATE: 04-24-15

Appx. 00026

*State of Delaware
Secretary of State
Division of Corporations
Delivered 09:29 PM 04/23/2015
FILED 09:04 PM 04/23/2015
SRV 150559202 - 3101592 FILE*

STATE OF DELAWARE
AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PCMG TRADING PARTNERS XXIII, L.P.

WHEREAS, PCMG Trading Partners XXIII, L.P. (the "Limited Partnership") was formed pursuant to the Delaware Revised Uniform Limited Partnership Act 6 Delaware Code, Chapter 17, by filing of a Certificate of Limited Partnership on September 24, 1999;

WHEREAS, a Certificate of Amendment to the Certificate of Limited Partnership was filed on April 5, 2001 to amend the general partner to Highland Capital Management, L.P.;

WHEREAS, thereafter, Highland Capital Management, L.P. assigned all of its right, title and interest as the general partner of the Limited Partnership to Strand Advisors III, Inc.;

WHEREAS, the Limited Partnership failed to file a Certificate of Amendment to the Certificate of Limited Partnership to reflect the transfer of the general partner interest of the Limited Partnership to Strand Advisors III, Inc.;

WHEREAS, the Limited Partnership desires to amend and restate the Certificate of Limited Partnership to reflect the current general partner of the Limited Partnership.

NOW THEREFORE, the undersigned, desiring to amend and restate the Certificate of Limited Partnership of PCMG Trading Partners XXIII, L.P., as currently in effect and as theretofore amended or supplemented, pursuant to the provisions of Section 17-206 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as

follows:

FIRST: The name of the Limited Partnership is PCMG Trading Partners XXIII, L.P.

SECOND: The address of the Limited Partnership's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the Limited Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The name and mailing address of the general partner is Strand Advisors III, Inc., 300 Crescent Court, Suite 700, Dallas, Texas 75201.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Limited Partnership this 23rd day of April, 2015.

GENERAL PARTNER

Strand Advisors III, Inc.



James Bondero, President

EXHIBIT 5

Feb-26-2001 05:56pm From-ERNST JG

214969857

T-213 P.002/005 F-671

AGREEMENT

BOLTON CAPITAL PLANNING, LLC ("Seller"), desires to sell to James Dondero ("Purchaser"), and Purchaser desires to purchase from Seller, the interest of Seller as General Partner of PCMG Trading Partners 23, L.P. (the "Partnership").

Accordingly, the parties hereby agree as follows:

1. Purchase and Sale. Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, all the right, title and interest of Seller as General Partner of the Partnership.
2. Purchase Price. The Purchase Price for the interest of the Seller as General Partner shall be good and valuable consideration in the amount of \$100.
3. No Other Liabilities Assumed by Purchaser. It is acknowledged and agreed that, except for Purchaser's payment of \$100, Purchaser is not assuming any liability, obligation or commitment of Seller in connection with activities or operations of the Partnership on or prior to the date hereof (the "Closing Date"), and Seller shall remain responsible for all such non-assumed liabilities.
4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:
 - (a) Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to enter into this transaction and to convey its interest as General Partner.
 - (b) Authority, Execution and Delivery; Enforceability. The execution and delivery by Seller of this Agreement ("Agreement") and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.
 - (c) No Conflicts; Consents. The execution and delivery by Seller of this Agreement does not, and the consummation of the transactions contemplated hereby will not conflict with, or result in any violation of any obligation of Seller.
 - (d) Disclosure of Information. Purchaser acknowledges that Seller has fully disclosed to Purchaser all information and all obligations of the General Partner that have been requested.

Feb-26-2001 05:56pm From-ERNST YOUNG

2149698577

T-213 P.003/005 F-671

- (e) Title to Acquired Assets. Seller has good and valid title to its interest as General Partner, free and clear of all liens, security interests, restrictions or encumbrances of any kind.

5. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

- (a) Organization, Standing and Power. Purchaser, if an entity, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full power and authority to enter into this transaction and to purchase Seller's interest as General Partner.
- (b) Authority, Execution and Delivery; Enforceability. The execution and delivery by Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action. This Agreement constitutes Purchaser's legal, valid and binding obligation, enforceable against it in accordance with its terms.
- (c) No Conflicts; Consents. The execution and delivery by Purchaser of this Agreement does not, and the consummation of the transactions contemplated hereby will not conflict with, or result in any violation of any obligation of Purchaser.
- (d) Disclosure of Information. Seller acknowledges that it has requested of Seller and Seller has fully disclosed to Purchaser all information and all obligations of the General Partner that Purchaser has requested.

6. Indemnification. Seller shall indemnify and defend Purchaser against, and hold Purchaser harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) ("Losses"), as incurred, arising from, relating to or otherwise in respect of any material breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement. Purchaser shall indemnify and defend Seller against, and hold Seller harmless from, any Losses, as incurred, arising from, relating to or otherwise in respect of any material breach of any covenant, agreement, representation or warranty of Purchaser contained in this Agreement.

7. Survival of Representations. The representations and warranties contained in this Agreement shall survive the Closing Date.

8. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

9. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or reputable overnight courier service and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of overnight courier service), as follows:

Feb-26-2001 05:57pm From-ERNST JG

214969857

T-213 P.004/005 F-671

If to Purchaser,

Highland Capital Management, L.P.
Attn: James Dondero
13455 Noel Road, Suite 1300
Dallas, TX 75240

If to Seller,

BOLTON CAPITAL PLANNING, LLC
Founders Square, 900 Jackson Street, Suite 600
Dallas, TX 75202

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.
11. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of component jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law principles.

Feb-26-2001 05:57pm From-ERNST Y

2149698577


T-213 P.005/005 F-671

IN WITNESS WHEREOF, Purchaser and Seller have duly executed this Agreement as of the 31 day of January, 2001.

BOLTON CAPITAL PLANNING, LLC, Seller

By: 
Charles E. Bolton
Chief Manager

James Dondero, Purchaser

By: 
Print Name: James Dondero

ACCEPTED AND AGREED TO:


James Dondero
Limited Partner


Mark Okada
Limited Partner

B-4

41100420 03

Appx. 00033

Memorandum of Understanding

This Memorandum is made by and among Bolton Capital Planning, LLC ("Bolton") James Dondero ("Dondero") and Highland Capital Management, L.P. ("Highland").

Whereas, Bolton executed an Agreement dated as of January 31, 2001 (the "Agreement") pursuant to which it sold its interest as a General Partner in PCMH Trading Partners 23, L.P. (the "Partnership") to Highland; and,

Whereas, an ambiguity existed with respect to the identity of the Purchaser under the Agreement in that Dondero was identified as Purchaser in the introductory paragraph whereas Highland executed the Agreement as Purchaser on the signature page; and,

Whereas, the parties wish to express their understanding and agreement that Highland was intended to be the Purchaser under the Agreement and not Dondero.

Therefore, the parties by their respective signatures below agree that Highland was the Purchaser under the Agreement and the identification of Dondero as Purchaser in the introductory paragraph of the Agreement was a clerical error.

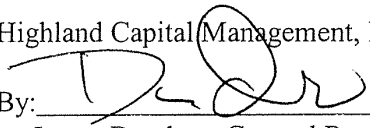
In witness whereof, the parties have executed this Memorandum as of the 28th day of March, 2001.

Bolton Capital Planning, LLC

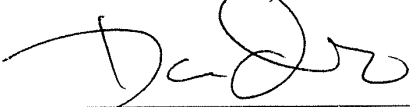
By: _____

Title: _____

Highland Capital Management, L.P.

By:  _____ ✓

James Dondero, General Partner

 _____ ✓

James Dondero, Individually

Assignment of Partnership Interest

Highland Capital Management, L.P. (Highland"), in consideration of the sum of One Hundred Dollars (\$100.00) and for other valuable consideration the receipt and sufficiency of which is acknowledged, does hereby sell, transfer, assign and convey unto Strand Advisors III, Inc., a Delaware corporation, ("Strand") all of Highland's right, title and interest as a General Partner in the PCMG Trading Partners 23, L.P. (the "Partnership"), free from all liens, mortgages, charging orders and encumbrances. Highland warrants that it has the right to transfer the same as aforesaid and that it will warrant and defend the same against the lawful claims and demands of all persons. Strand covenants and agrees that it will abide by and conform to all the obligations and duties of a general partner of the Partnership as required by law and as set forth in the written limited partnership agreement of Strand.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the ____ day of _____, 2001.

Highland Capital Management, L.P.

By: 

James Dondero, General Partner

Strand Advisors III, Inc.

By: 

Title: President

Approval and Consent

The undersigned, being all of the limited partners of PCMG Trading Partners 23, L.P., do hereby consent to the assignment by Highland Capital Management, L.P. of all of its interest as General Partner in said limited partnership to Strand Advisors III, Inc., which will be admitted as a substitute general partner.



James Dondero, Individually



Mark Okada, Individually

EXHIBIT 6

At all relevant times, HCM was headed by CEO and potential party James P. Seery (“Seery”). Seery negotiated a settlement with the several Harbourvest² entities who owned 49.98% of HCLOF. The deal had HCM (or its designee) purchasing the Harbourvest membership interests in HCLOF for \$22.5 million. Recent revelations, however, show that the sale was predicated upon a sales price that was vastly below the Net Asset Value (“NAV”) of those interests. Upon information and belief, the NAV of HCLOF’s assets had risen precipitously, but was not disclosed to Harbourvest nor to Plaintiffs.

Under the Advisers Act, Defendants have a non-waivable duty of loyalty and candor, which includes its duty not to inside trade with its own investors, *i.e.*, not to trade with an investor to which HCM and Seery had access to superior non-public information. Upon information and belief, HCM’s internal compliance policies required by the Advisers Act would not generally have allowed a trade of this nature to go forward—meaning, the trade either was approved in spite of compliance rules preventing it, or the compliance protocols themselves were disabled or amended to a level that leaves Defendants HCM and HCLOF exposed to liability. Thus, Defendants have created an unacceptable perpetuation of exposure to liability.

Additionally, Defendants are liable for a pattern of conduct that gives rise to liability for their conduct of the enterprise consisting of HCM in relation to HCFA and HCLOF, through a pattern of concealment, misrepresentation, and violations of the securities rules. In the alternative, HCFA and HCM, are guilty of self-dealing, violations of the Advisers Act, and tortious interference by (a) not disclosing that Harbourvest had agreed to sell at a price well below the current NAV, and (b) diverting the Harbourvest opportunity to themselves.

² “Harbourvest” refers to the collective of Harbourvest Dover Street IX Investment, L.P., Harbourvest 2017 Global AIF, L.P., Harbourvest 2017 Global Fund, L.P., HV International VIII Secondary, L.P., and Harbourvest Skew Base AIF, L.P. Each was a member of Defendant Highland CLO Funding, Ltd.

For these reasons, judgment should be issued in Plaintiffs' favor.

II.

PARTIES

1. Plaintiff CLO Holdco, Ltd. is a limited company incorporated under the laws of the Cayman Islands.

2. Plaintiff Charitable DAF Fund, L.P., ("DAF") is a limited partnership formed under the laws of the Cayman Islands.

3. Defendant Highland Capital Management, L.P. is a limited partnership with its principal place of business at 300 Crescent Court, Suite 700, Dallas, Texas 75201. It may be served at its principal place of business or through its principal officer, James P. Seery, Jr., or through the Texas Secretary of State, or through any other means authorized by federal or state law.

4. Defendant Highland HCF Advisor, Ltd. is a limited company incorporated under the laws of the Cayman Islands. Its principal place of business is 300 Crescent Court, Suite 700, Dallas, Texas 75201. It is a registered investment adviser ("RIA") subject to the laws and regulations of the Investment Advisers Act of 1940 (the "Adviser's Act"). It is a wholly-owned subsidiary of Highland Capital Management, L.P.

5. Nominal Defendant Highland CLO Funding, Ltd. is a limited company incorporated under the laws of the Island of Guernsey. Its registered office is at First Floor, Dorey Court, Admiral Park, St. Peter Port, Guernsey GY1 6HJ, Channel Islands. Its principal place of business is 300 Crescent Court, Suite 700, Dallas, Texas 75201.

6. Potential party James P. Seery, Jr. ("Seery") is an officer and/or director and/or control person of Defendants Highland Capital Management, L.P., Highland CLO Funding, Ltd., and Highland HCF Advisor, Ltd., and is a citizen of and domiciled in Floral Park, New York.

III.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this dispute under 28 U.S.C. § 1331 as one or more rights and/or causes of action arise under the laws of the United States. This Court has supplemental subject matter jurisdiction over all other claims under 28 U.S.C. § 1367.

8. Personal jurisdiction is proper over the Defendants because they reside and/or have continual contacts with the state of Texas, having regularly submitted to jurisdiction here. Jurisdiction is also proper under 18 U.S.C. § 1965(d).

9. Venue is proper in this Court under 28 U.S.C. § 1391(b) and (c) because one or more Defendants reside in this district and/or a substantial part of the events or omissions giving rise to the claim occurred or a substantial part of property that is the subject of the action is situated in this district. Venue in this district is further provided under 18 U.S.C. § 1965(d).

IV.

RELEVANT BACKGROUND

HCLOF IS FORMED

10. Plaintiff DAF is a charitable fund that helps several causes throughout the country, including providing funding for humanitarian issues (such as veteran's welfare associations and women's shelters), public works (such as museums, parks and zoos), and education (such as specialty schools in underserved communities). Its mission is critical.

11. Since 2012, DAF was advised by its registered investment adviser, Highland Capital Management, L.P., and its various subsidiaries, about where to invest. This relationship was governed by an Investment advisory Agreement.

12. At one point in 2017, HCM advised DAF to acquire 143,454,001 shares of HCLOF, with HCFA (a subsidiary of HCM) serving as the portfolio manager. DAF did so via a holding entity, Plaintiff CLO Holdco, Ltd.

13. On November 15, 2017, through a Subscription and Transfer Agreement, the DAF entered into an agreement with others to sell and transfer shares in HCLOF, wherein the DAF retained 49.02% in CLO Holdco.

14. Pursuant to that agreement, Harbourvest acquired the following interests in the following entities:

Harbourvest Dover Street IX Investment, L.P., acquired 35.49%;

Harbourvest 2017 Global AIF, L.P., acquired 2.42%;

Harbourvest 2017 lobal Fund, L.P., acquired 4.85%;

HV International VIII Secondary, L.P., acquired 6.5%; and

Harbourvest Skew Base AIF, L.P., acquired 0.72%;

for a total of 49.98% (altogether, the “Harbourvest interests”).

15. On or about October 16, 2019, Highland Capital Management filed for Chapter 11 bankruptcy in Delaware Bankruptcy Court, which was later transferred to the Northern District of Texas Bankruptcy Court, in the case styled *In Re: Highland Capital Management, L.P., Debtor*, Cause No. 19-34054, (the “HCM Bankruptcy” and the Court is the “Bankruptcy Court”).

The Harbourvest Settlement with Highland Capital Management in Bankruptcy

16. On April 8, 2020, Harbourvest submitted its proofs of claim in the HCM bankruptcy proceeding. Annexed to its proofs of claims was an explanation of the Proof of Claim and the basis therefor setting out various pre-petition allegations of wrongdoing by HCM. *See, e.g.*, Case No. 19-bk-34054, Doc. 1631-5.

17. The debtor, HCM, made an omnibus response to the proofs of claims, stating they were duplicative of each other, overstated, late, and otherwise meritless.

18. Harbourvest responded to the omnibus objections on September 11, 2020. *See* Cause No. 19-bk-34054, Doc. 1057.

19. Harbourvest represented that it had invested in HCLOF, purchasing 49.98% of HCLOF's outstanding shares.

20. Plaintiff CLO Holdco was and is also a 49.02% holder of HCLOF's member interests.

21. In its Omnibus Response, Harbourvest explained that its claims included unliquidated legal claims for fraud, fraud in the inducement, RICO violations under 18 U.S.C. 1964, among others (the "Harbourvest Claims"). *See* Cause No. 19-bk-34054, Doc. 1057.

22. The Harbourvest Claims centered on allegations that when Harbourvest was intending to invest in a pool of Collateralized Loan Obligations, or CLOs, that were then-managed by Acis Capital Management ("Acis"), a subsidiary of HCM, HCM failed to disclose key facts about ongoing litigation with a former employee, Josh Terry.

23. Harbourvest contended that HCM never sufficiently disclosed the underlying facts about the litigation with Terry, and HCM's then-intended strategy to fight Terry caused HCLOF to incur around \$15 million in legal fees and costs. It contended that had it known the nature of the lawsuit and how it would eventually turn out, Harbourvest never would have invested in HCLOF. *See* Cause No. 19-bk-34054, Doc. 1057.

24. HCLOF's portfolio manager is HCFA. HCM is the parent of HCFA and is managed by its General Partner, Strand Management, who employs Seery and acts on behalf of HCM.

25. Before acceding to the Harbourvest interests, HCM was a 0.6% holder of HCLOF interests.

26. While even assuming Harbourvest's underlying claims were valid as far as the lost \$15 million went, the true damage of the legal fees to Harbourvest would have been 49.98% of the HCLOF losses (i.e., less than \$7.5 million). Harbourvest claimed that it had lost over \$100 million in the HCLOF transaction due to fraud, which, after trebling under the racketeering statute, it claimed it was entitled to over \$300 million in damages.

27. In truth, as of September 2020, Harbourvest had indeed lost some \$52 million due to the alleged diminishing value of the HCLOF assets (largely due to the underperformance of the Acis entities³)—and the values were starting to recover.

28. HCM denied the allegations in the Bankruptcy Court. Other than the claim for waste of corporate assets of \$15 million, HCM at all times viewed the Harbourvest legal claims as being worth near zero and having no merit.

29. On December 23, 2020, HCM moved the Court to approve a settlement between itself and Harbourvest. No discovery had taken place between the parties, and Plaintiff did not have any notice of the settlement terms or other factors prior to the motion's filing (or even during its pendency) in order to investigate its rights.

30. HCM set the hearing right after the Christmas and New Year's holidays, almost ensuring that no party would have the time to scrutinize the underpinnings of the deal.

31. On January 14, 2021, the Bankruptcy Court held an evidentiary hearing and approved the settlement in a bench ruling, overruling the objections to the settlement.

³ Acis was being managed by Joshua Terry. JP Morgan had listed the four ACIS entities under his management as the four worst performers of the 1200 CLOs it evaluated.

32. An integral part of the settlement was allowing \$45 million in unsecured claims that, at the time of the agreement, were expected to net Harbourvest around 70 cents on the dollar. In other words, Harbourvest was expected to recover around \$31,500,000 from the allowed claims.

33. As part of the consideration for the \$45 million in allowed claims, Harbourvest agreed to transfer all of its interests in HCLOF to HCM or its designee.

34. HCM and Seery rationalized the settlement value by allocating \$22.5 million of the net value of the \$45 million in unsecured claims as consideration to purchase Harbourvest's interests in HCLOF, meaning, if 70% of the unsecured claims—i.e., \$31.5 million—was realized, because \$22.5 million of that would be allocated to the purchase price of the Harbourvest interests in HCLOF, the true “settlement” for Harbourvest's legal claims was closer to \$9 million.

35. Plaintiffs here are taking no position at this time about the propriety of settling the Harbourvest legal claims for \$9 million. That is for another day.

36. At the core of this lawsuit is the fact that HCM purchased the Harbourvest interests in HCLOF for \$22.5 million knowing that they were worth far more than that.

37. It has recently come to light that, upon information and belief, the Harbourvest interests, as of December 31, 2020, were worth in excess of \$41,750,000, and they have continued to go up in value.

38. On November 30, 2020, which was less than a month prior to the filing of the Motion to Approve the Settlement, the net asset value of those interests was over \$34.5 million. Plaintiffs were never made aware of that.

39. The change is due to how the net asset value, or NAV, was calculated. The means and methods for calculating the “net asset value” of the assets of HCLOF are subject to and

governed by the regulations passed by the SEC pursuant to the Adviser's Act, and by HCM's internal policies and procedures.

40. Typically, the value of the securities reflected by a market price quote.

41. However, the underlying securities in HCLOF are not liquid and had not been traded in a long while.

42. There not having been any contemporaneous market quotations that could be used in good faith to set the marks⁴ meant that other prescribed methods of assessing the value of the interests, such as the NAV, would have been the proper substitutes.

43. Seery testified that the fair market value of the Harbourvest HCLOF interests was \$22.5 million. Even allowing some leeway there, it was off the mark by a mile.

44. Given the artifice described herein, Seery and the entity Defendants had to know that the representation of the fair market value was false. But it does not appear that they disclosed it to Harbourvest to whom they owed fiduciary duties as the RIA in charge of HCLOF, and they certainly did not disclose the truth to the Plaintiff.

45. It is either the case that (i) Defendants conducted the proper analysis to obtain a current value of the assets but decided to use a far lower valuation in order to whitewash the settlement or enrich the bankruptcy estate; *or* (ii) Defendants never conducted the proper current valuation, and therefore baselessly represented what the current value of the assets was, despite knowingly having no reasonable basis for making such a claim.

46. For years HCM had such internal procedures and compliance protocols. HCM was not allowed by its own compliance officers to trade with an investor where HCM had superior knowledge about the value of the assets, for example. While Plaintiff has no reason to believe that

⁴ The term "mark" is shorthand for an estimated or calculated value for a non-publicly traded instrument.

those procedures were scrapped in recent months, it can only assume that they were either overridden improperly or circumvented wholesale.

47. Upon finalizing the Harbourvest Settlement Agreement and making representations to the Bankruptcy Court to the Plaintiffs about the value of the Harbourvest Interests, Seery and HCM had a duty to use current values and not rely on old valuations of the assets or the HCLOF interests.

48. Given Defendants' actual or constructive knowledge that they were purchasing Harbourvest's Interests in HCLOF for a less than 50% of what those interests were worth—Defendants owed Plaintiff a fiduciary duty not to purchase them for themselves.

49. Defendants should have either had HCLOF repurchase the interests with cash, or offer those interests to Plaintiff and the other members *pro rata*, before HCM agreed to purchase them all lock, stock and barrel, for no up-front cash.

50. Indeed, had Plaintiff been offered those interests, it would have happily purchased them and therefore would have infused over \$20 million in cash into the estate for the purpose of executing the Harbourvest Settlement.

51. That Defendants (and to perhaps a lesser extent, the Unsecured Creditors Committee (the "UCC")) agreed to pay \$22.5 million for the HCLOF assets, where they had previously not consented to any such expenditure by the estate on behalf of HCLOF, strongly indicates their awareness that they were purchasing assets for far below market value.

52. The above is the most reasonable and plausible explanation for why Defendants and the UCC forwent raising as much as \$22.5 million in cash now in favor of hanging on to the HCLOF assets.

53. Indeed, in January 2021 Seery threatened Ethen Powell that “[Judge Jernigan] is laughing at you” and “we are coming after you” in response to the latter’s attempt to exercise his right as beneficial holder of the CLO, and pointing out a conflict of interest in Seery’s plan to liquidate the funds.

54. HCM’s threat, made by Seery, is tantamount to not only a declaration that he intends to liquidate the funds regardless of whether the investors want to do so, and whether it is in their best interests, but also that HCM intends to leverage what it views as the Bankruptcy Court’s sympathy to evade accountability.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Breaches of Fiduciary Duty

55. Plaintiffs respectfully incorporate the foregoing factual averments as if fully set forth herein and further alleges the following:

56. HCM is a registered investment advisor and acts on behalf of HCFA. Both are fiduciaries to Plaintiffs.

57. The Advisers Act establishes an unwaivable federal fiduciary duty for investment advisers.⁵

⁵ See e.g., *SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 194 (1963); *Transamerica Mortg. Advisors (tama) v. Lewis*, 444 U.S. 11, 17 (1979) (“§ 206 establishes ‘federal fiduciary standards’ to govern the conduct of investment advisers.”); *Santa Fe Indus. v. Green*, 430 U.S. 462, 471, n.11 (1977) (in discussing *SEC v. Capital Gains*, stating that the Supreme Court’s reference to fraud in the “equitable” sense of the term was “premised on its recognition that Congress intended the Investment Advisers Act to establish federal fiduciary standards for investment advisers”). See also Investment Advisers Act Release No. 3060 (July 28, 2010) (“Under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own”) (*citing* Proxy Voting by Investment Advisers, Investment Advisers Act Release No. 2106 (Jan. 31, 2003)).

58. HCM and the DAF entered into an Amended and Restated Investment Advisory Agreement, executed between them on July 1, 2014 (the “RIA Agreement”). It renews annually and continued until the end of January 2021.

59. In addition to being the RIA to the DAF, HCM was appointed the DAF’s attorney-in-fact for certain actions, such as “to purchase or otherwise trade in Financial Instruments that have been approved by the General Partner.” RIA Agreement ¶ 4.

60. The RIA Agreement further commits HCM to value financial assets “in accordance with the then current valuation policy of the Investment Advisor [HCM], a copy of which will provided to the General Partner upon request.” RIA Agreement ¶ 5.

61. While HCM contracted for the recognition that it would be acting on behalf of others and could be in conflict with advice given the DAF, (RIA Agreement ¶ 12), nowhere did it purport to waive the fiduciary duties owed to the DAF not to trade as a principal in a manner that harmed the DAF.

62. HCFA owed a fiduciary duty to Holdco as an investor in HCLOF and to which HCFA was the portfolio manager. HCM owed a fiduciary duty to the DAF (and to Holdco as its subsidiary) pursuant to a written Advisory Agreement HCM and the DAF had where HCM agreed to provide sound investment advice and management functions.

63. As a registered investment adviser, HCM’s fiduciary duty is broad and applies to the entire advisor-client relationship.

64. The core of the fiduciary duty is to act in the best interest of their investors—the advisor must put the ends of the client before its own ends or the ends of a third party.

65. This is manifested in a duty of loyalty and a duty of utmost care. It also means that the RIA has to follow the terms of the company agreements and the regulations that apply to the investment vehicle.

66. The fiduciary duty that HCM and Seery owed to Plaintiff is predicated on trust and confidence. Section 204A of the Advisers Act requires investment advisors (whether SEC-registered or not) to establish, maintain, and enforce written policies and procedures reasonably designed to prevent the RIA from trading on material, non-public information. *See* 17 C.F.R. § 275.206(4)-7. That means that Plaintiff should be able to take Defendants at their word and not have to second guess or dig behind representations made by them.

67. The simple thesis of this claim is that Defendants HCFA and HCM breached their fiduciary duties by (i) insider trading with Harbourvest and concealing the rising NAV of the underlying assets—i.e., trading with Harbourvest on superior, non-public information that was neither revealed to Harbourvest nor to Plaintiff; (ii) concealing the value of the Harbourvest Interests; and (iii) diverting the investment opportunity in the Harbourvest entities to HCM (or its designee) without offering it to or making it available to Plaintiff or the DAF.

68. HCM, as part of its contractual advisory function with Plaintiffs, had expressly recommended the HCLOF investment to the DAF. Thus, diverting the opportunity for returns on its investment was an additional breach of fiduciary duty.

69. This violated a multitude of regulations under 27 C.F.R. part 275, in addition to Rules 10b-5 and 10b5-1. 17 CFR 240.10b5-1 (“Rule 10b5-1”) explains that one who trades while possessing non-public information is liable for insider trading, and they do not necessarily have to have *used* the specific inside information.

70. It also violated HCM’s own internal policies and procedures.

71. Also, the regulations impose obligations on Defendants to calculate a *current* valuation when communicating with an investor, such as what may or may not be taken into account, and what cannot pass muster as a current valuation. Upon information and belief, these regulations were not followed by the Defendants.

72. HCM's internal policies and procedures, which it promised to abide by both in the RIA Agreement and in its Form ADV SEC filing, provided for the means of properly calculating the value of the assets.

73. HCM either did not follow these policies, changed them to be out of compliance both with the Adviser Act regulations and its Form ADV representations, and/or simply misrepresented or concealed their results.

74. In so doing, because the fiduciary duty owed to Plaintiff is a broad one, and because Defendants' malfeasance directly implicates its relationship with Plaintiff, Defendants have breached the Advisers Act's fiduciary duties owed to Plaintiff as part of their fiduciary relationship.⁶

75. At no time between agreeing with Harbourvest to the purchase of its interests and the court approval did Defendants disclose to either Harbourvest or to Plaintiff (and the Bankruptcy Court for that matter) that the purchase was at below 50% the current net asset value as well, and when they failed to offer Plaintiff (and the other members of HCLOF) their right to purchase the interests pro rata at such advantageous valuations. Plaintiff's lost opportunity to

⁶ See Advisers Act Release No. 4197 (Sept. 17, 2015) (Commission Opinion) ("[O]nce an investment Advisory relationship is formed, the Advisers Act does not permit an adviser to exploit that fiduciary relationship by defrauding his client in any investment transaction connected to the Advisory relationship."); see also *SEC v. Lauer*, No. 03-80612-CIV, 2008 U.S. Dist. LEXIS 73026, at 90 (S.D. Fla. Sept. 24, 2008) ("Unlike the antifraud provisions of the Securities Act and the Exchange Act, Section 206 of the Advisers Act does not require that the activity be 'in the offer or sale of any' security or 'in connection with the purchase or sale of any security.'").

purchase has harmed Plaintiff. Plaintiff had been led to believe by the Defendants that the value of what was being purchased in the Harbourvest settlement by HCM (or its designee) was at fair market value. This representation, repeated again in the Bankruptcy Court during the Harbourvest confirmation, implicitly suggested that a proper current valuation had been performed.

76. Defendant's principal, Seery, testified in January 2021 that the then-current fair market value of Harbourvest's 49.98% interest in HCLOF was worth around \$22.5 million. But by then, it was worth almost double that amount and has continued to appreciate. Seery knew or should have known that fact because the value of some of the HCLOF assets had increased, and he had a duty to know the current value. His lack of actual knowledge, while potentially not overtly fraudulent, would nonetheless amount to a breach of fiduciary duty for acting without proper diligence and information that was plainly available.

77. Furthermore, HCLOF holds equity in MGM Studios and debt in CCS Medical via various CLO positions. But Seery, in his role as CEO of HCM, was made aware during an advisors meeting in December 2020 that Highland would have to restrict its trading in MGM because of its insider status due to activities that were likely to apply upward pressure on MGM's share price.

78. Furthermore, Seery controlled the Board of CCS Medical. And in or around October 2020, Seery was advocating an equatization that would have increased the value of the CCS securities by 25%, which was not reflected in the HCM report of the NAV of HCLOF's holdings.

79. Seery's knowledge is imputed to HCM.

80. Moreover, it is a breach of fiduciary duty to commit corporate waste, which is effectively what disposing of the HCLOF assets would constitute in a rising market, where there

is no demand for disposition by the investors (save for HCM, whose proper 0.6% interest could easily be sold to the DAF at fair value).

81. As holder of 0.6% of the HCLOF interests, and now assignee of the 49.98% Harbourvest Interests), HCM has essentially committed self-dealing by threatening to liquidate HCLOF now that it may be compelled to do so under its proposed liquidation plan, which perhaps inures to the short term goals of HCM but to the pecuniary detriment of the other holders of HCLOF whose upside will be prematurely truncated.

82. Seery and HCM should not be allowed to benefit from the breach of their fiduciary duties because doing so would also cause Plaintiffs irreparable harm. The means and methods of disposal would likely render the full scope of damages to the DAF not susceptible to specific calculation—particularly as they would relate to calculating the lost opportunity cost. Seery and HCM likely do not have the assets to pay a judgment to Plaintiffs that would be rendered, simply taking the lost appreciation of the HCLOF assets.

83. Defendants are thus liable for diverting a corporate opportunity or asset that would or should have been offered to Plaintiff and the other investors. Because federal law makes the duties invoked herein unwaivable, it is preposterous that HCM, as a 0.6% holder of HCLOF, deemed itself entitled to the all of the value and optionality of the below-market Harbourvest purchase.

84. Defendants cannot rely on any contractual provision that purports to waive this violation. Nothing in any agreement purports to permit, authorize or otherwise sanitize Defendants' self-dealing. All such provisions are void.

85. In the fourth quarter of 2020, Seery and HCM notified staff that they would be terminated on December 31, 2020. That termination was postponed to February 28, 2021.

Purchasing the Harbourvest assets without staffing necessary to be a functioning Registered Investment Advisor was a strategic reversal from prior filings that outlined canceling the CLO management contracts and allowing investors to replace Highland as manager.

86. Seery's compensation agreement with the UCC incentivizes him to expedite recoveries and to prevent transparency regarding the Harbourvest settlement.

87. What is more, Seery had previously testified that the management contracts for the funds—HCLOF included—were unprofitable, and that he intended to transfer them. But he later rejected offers to purchase those management contracts for fair value and instead decided to continue to manage the funds—which is what apparently gave rise to the Harbourvest Settlement, among others. He simultaneously rejected an offer for the Harbourvest assets of \$24 million, stating that they were worth much more than that.

88. Because of Defendants' malfeasance, Plaintiffs have lost over \$25 million in damages—a number that continues to rise—and the Defendants should not be able to obtain a windfall.

89. For the same reason, Defendants' malfeasance has also exposed HCLOF to a massive liability from Harbourvest since the assignment of those interests is now one that is likely unenforceable under the Advisers Act, Section 47(b), if there was unequal information.

90. HCM and HCFA are liable as principals for breach of fiduciary duty, as are the principals and compliance staff of each entity.

91. Plaintiffs seek disgorgement, damages, exemplary damages, attorneys' fees and costs. To the extent the Court determines that this claim had to have been brought derivatively on behalf of HCLOF, then Plaintiffs represent that any pre-suit demand would have been futile since asking HCM to bring suit against its principal, Seery, would have been futile.

SECOND CAUSE OF ACTION
Breach of HCLOF Company Agreement
(By Holdco against HCLOF, HCM and HCFA)

92. Plaintiffs respectfully incorporate the foregoing factual averments as if fully set forth herein and further alleges the following:

93. On November 15, 2017, the members of HCLOF, along with HCLOF and HCFA, executed the *Members Agreement Relating to the Company* (the “Company Agreement”).

94. The Company Agreement governs the rights and duties of the members of HCLOF.

95. Section 6.2 of HCLOF Company Agreement provides that when a member “other than ... CLO Holdco [Plaintiff] or a Highland Affiliate,” intends to sell its interest in HCLOF to a third party (i.e., not to an affiliate of the selling member), then the other members have the first right of refusal to purchase those interests pro rata for the same price that the member has agreed to sell.

96. Here, despite the fact that Harbourvest agreed to sell its interests in HCLOF for \$22.5 million when they were worth more than double that, Defendants did not offer Plaintiff the chance to buy its pro rata share of those interests at the same agreed price of \$22.5 million (adjusted pro rata).

97. The transfer and sale of the interests to HCM were accomplished as part of the Harbourvest Settlement which was approved by the Bankruptcy Court.

98. Plaintiff was not informed of the fact that Harbourvest had offered its shares to Defendant HCM for \$22.5 million—which was under 50% of their true value.

99. Plaintiff was not offered the right to purchase its pro rata share of the Harbourvest interests prior to the agreement being struck or prior to court approval being sought.

100. Had Plaintiff been allowed to do so, it would have obtained the interests with a net equity value over their purchase price worth in excess of \$20 million.

101. No discovery or opportunity to investigate was afforded Plaintiff prior to lodging an objection in the Bankruptcy Court.

102. Plaintiff is entitled to specific performance or, alternatively, disgorgement, constructive trust, damages, attorneys' fees and costs.

THIRD CAUSE OF ACTION
Negligence
(By the DAF and CLO Holdco against HCM and HCFA)

103. Plaintiffs respectfully incorporate the foregoing factual averments as if fully set forth herein, and further alleges the following:

104. Plaintiffs incorporate the foregoing causes of action and note that all the foregoing violations were breaches of the common law duty of care imposed by law on each of Seery, HCFA and HCM.

105. Each of these Defendants should have known that their actions were violations of the Advisers Act, HCM's internal policies and procedures, the Company Agreement, or all three.

106. Seery and HCM owed duties of care to Plaintiffs to follow HCM's internal policies and procedures regarding both the propriety and means of trading with a customer [Harbourvest], the propriety and means of trading as a principal in an account but in a manner adverse to another customer [the DAF and Holdco], and the proper means of valuing the CLOs and other assets held by HCLOF.

107. It would be foreseeable that failing to disclose the current value of the assets in the HCLOF would impact Plaintiffs negatively in a variety of ways.

108. It would be reasonably foreseeable that failing to correctly and accurately calculate the current net asset value of the market value of the interests would cause Plaintiffs to value the Harbourvest Interests differently.

109. It would be reasonably foreseeable that referring to old and antiquated market quotations and/or valuations of the HCLOF assets or interests would result in a mis-valuation of HCLOF and, therefore, a mis-valuation of the Harbourvest Interests.

110. Likewise, it would have been foreseeable that Plaintiff's failure to give Plaintiff the opportunity to purchase the Harbourvest shares at a \$22.5 million valuation would cause Plaintiff damages. Defendants knew that the value of those assets was rising. They further knew or should have known that whereas those assets were sold to HCM for an allowance of claims to be funded in the future, selling them to Plaintiff would have provided the estate with cash funds.

111. Defendants' negligence foreseeably and directly caused Plaintiff harm.

112. Plaintiff is thus entitled to damages.

FOURTH CAUSE OF ACTION
Racketeering Influenced Corrupt Organizations Act
(CLO Holdco and DAF against HCM)

113. Plaintiffs respectfully incorporate the foregoing factual averments as if fully set forth herein, and further alleges the following:

114. Defendants are liable for violations of the Racketeer Influenced and Corrupt Organizations ("RICO") Act, 18 U.S.C. § 1961 *et seq.*, for the conduct of an enterprise through a pattern of racketeering activity.

115. HCLOF constitutes an enterprise under the RICO Act. Additionally, or in the alternative, HCM, HCLA, and HCLOF constituted an association-in-fact enterprise. The purpose of the association-in-fact was the perpetuation of Seery's position at HCM and using the

Harbourvest settlement as a vehicle to enrich persons other than the HCLOF investors, including Holdco and the DAF, and the perpetuation of HCM's holdings in collateralized loan obligations owned by HCLOF, while attempting to deny Plaintiffs the benefit of its rights of ownership.

116. The association-in-fact was bound by informal and formal connections for years prior to the illicit purpose, and then changed when HCM joined it in order to achieve the association's illicit purpose. For example, HCM is the parent and control person over HCFA, which is the portfolio manager of HCLOF pursuant to a contractual agreement—both are registered investment advisors and provide advisory and management services to HCLOF.

117. Defendants injured Plaintiffs through their continuous course of conduct of the HCM-HCLA-HCLOF association-in-fact enterprise. HCM's actions (performed through Seery and others) constitute violations of the federal wire fraud, mail fraud, fraud in connection with a case under Title 11, and/or securities fraud laws, pursuant to 18 U.S.C. § 1961(1)(B) and (D).

118. HCM operated in such a way as to violate insider trading rules and regulations when it traded with Harbourvest while it had material, non-public information that it had not supplied to Harbourvest or to Plaintiffs.

119. In or about November 2020, HCM and Harbourvest entered into discussions about settling the Harbourvest Claims. Seery's conduct of HCLOF and HCLA on behalf of HCM through the interstate mails and/or wires caused HCM to agree to the purchase of Harbourvest's interests in HCLOF.

120. On or about each of September 30, 2020, through December 31, 2020, Seery, through his conduct of the enterprise, utilized the interstate wires and/or mails to obtain or arrive at valuations of the HCLOF interests. Seery's conduct of the enterprise caused them to cease

sending the valuation reports to Plaintiffs, which eventually allowed Plaintiffs to be misled into believing that Seery had properly valued the interests.

121. On or about September 30, 2020, Seery transmitted or caused to be transmitted though the interstate wires information to HCLOF investors from HCM (via HCFA), including Harbourvest, regarding the value of HCLOF interests and underlying assets.

122. Additionally, Seery operated HCM in such a way that he concealed the true value of the HCLOF interests by utilizing the interstate wires and mails to transmit communications to the court in the form of written representations on or about December 23, 2020, and then further transmitted verbal representations of the current market value (the vastly understated one) on January 14, 2021, during live testimony.

123. However, Harbourvest was denied the full picture and the true value of the underlying portfolio. At the end of October and November of 2020, HCM had updated the net asset values of the HCLOF portfolio. According to sources at HCM at the time, the HCLOF assets were worth north of \$72,969,492 as of November 30, 2020. Harbourvest's share of that would have been \$36,484,746.

124. The HCLOF net asset value had reached \$86,440,024 as of December 31, 2021, which means that by the time Seery was testifying in the Bankruptcy Court on January 14, 2021, the fair market value of the Harbourvest Assets was \$22.5 million, when it was actually closer to \$43,202,724. Seery, speaking on behalf of HCM, knew of the distinction in value.

125. On January 14, 2021, Seery also testified that he (implying HCM, HCLA and HCLOF) had valued the Harbourvest Assets at their current valuation and at fair market value. This was not true because the valuation that was used and testified to was ancient. The ostensible purpose of this concealment was to induce Plaintiff and other interest holdings to take no action.

126. In supporting HCM’s motion to the Bankruptcy Court to approve the Harbourvest Settlement, Seery omitted the fact that HCM was purchasing the interests at a massive discount, which would violate the letter and spirit of the Adviser’s Act.

127. Seery was informed in late December 2020 at an in-person meeting in Dallas to which Seery had to fly that HCLOF and HCM had to suspend trading in MGM Studios’ securities because Seery had learned from James Dondero, who was on the Board of MGM, of a potential purchase of the company. The news of the MGM purchase should have caused Seery to revalue the HCLOF investment in MGM.

128. In or around October 2020, Seery (who controls the Board of CSS Medical) was pursuing “equatization” of CSS Medical’s debt, which would have increased the value of certain securities by 25%. In several communications through the U.S. interstate wires and/or mails, and with Plaintiffs, and the several communications with Harbourvest during the negotiations of the settlement, Seery failed to disclose these changes which were responsible in part for the ever-growing value of the HCLOF CLO portfolio.

129. Seery was at all relevant times operating as an agent of HCM.

130. This series of related violations of the wire fraud, mail fraud, and securities fraud laws, in connection with the HCM bankruptcy, constitute a continuing pattern and practice of racketeering for the purpose of winning a windfall for HCM and himself--a nearly \$30,000,000 payday under the confirmation agreement.

131. The federal RICO statute makes it actionable for one’s conduct of an enterprise to include “fraud in connection with a [bankruptcy case]”. The Advisers’ Act antifraud provisions require full transparency and accountability to an advisers’ investors and clients and does not require a showing of reliance or materiality. The wire fraud provision likewise is violated when,

as here, the interstate wires are used as part of a “scheme or artifice ... for obtaining money or property by means of false ... pretenses, [or] representations[.]”

132. Accordingly, because Defendants’ conduct violated the wire fraud and mail fraud laws, and the Advisers’ Act antifraud provisions, and their acts and omissions were in connection with the HCM Bankruptcy proceedings under Title 11, they are sufficient to bring such conduct within the purview of the RICO civil action provisions, 18 U.S.C. § 1964.

133. Plaintiffs are thus entitled to damages, treble damages, attorneys’ fees and costs of suit, in addition to all other injunctive or equitable relief to which they are justly entitled.

FIFTH CAUSE OF ACTION
Tortious Interference
(CLO Holdco against HCM)

134. Plaintiff respectfully incorporates the foregoing factual averments as if fully set forth herein and further alleges the following:

135. At all relevant times, HCM owned a 0.6% interest in HCLOF.

136. At all relevant times, Seery and HCM knew that Plaintiff had specific rights in HCLOF under the Company Agreement, § 6.2.

137. Section 6.2 of HCLOF Company agreement provides that when a member “other than ... CLO Holdco [Plaintiff] or a Highland Affiliate,” intends to sell its interest in HCLOF to a third party (i.e., not an affiliate of the member), then the other members have the first right of refusal to purchase those interests pro rata for the same price that the member has agreed to sell.

138. HCM, through Seery, tortiously interfered with Plaintiff’s contractual rights with HCLOF by, among other things, diverting the Harbourvest Interests in HCLOF to HCM without giving HCLOF or Plaintiff the option to purchase those assets at the same favorable price that HCM obtained them.

139. HCM and Seery tortiously interfered with Plaintiff's contractual rights with HCLOF by, among other things, misrepresenting the fair market value as \$22.5 million and concealing the current value of those interests.

140. But for HCM and Seery's tortious interference, Plaintiff would have been able to acquire the Harbourvest Interests at a highly favorable price. HCM and Seery's knowledge of the rights and intentional interference with these rights has caused damage to Plaintiff CLO Holdco.

141. Plaintiff is therefore entitled to damages from HCM and Seery, as well as exemplary damages.

VI.

JURY DEMAND

142. Plaintiff demands trial by jury on all claims so triable.

VII.

PRAYER FOR RELIEF

143. Wherefore, for the foregoing reasons, Plaintiffs respectfully pray that the Court enter judgment in its favor and against Defendants, jointly and severally, for:

- a. Actual damages;
- b. Disgorgement;
- c. Treble damages;
- d. Exemplary and punitive damages;
- e. Attorneys' fees and costs as allowed by common law, statute or contract;
- f. A constructive trust to avoid dissipation of assets;
- g. All such other relief to which Plaintiff is justly entitled.

Dated: April 12, 2021

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti

Texas Bar No. 24058096

Jonathan Bridges

Texas Bar No. 24028835

JPMorgan Chase Tower

2200 Ross Avenue – Suite 4900W

Dallas, TX 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

jeb@sbaitilaw.com

Counsel for Plaintiffs

JURY

**U.S. District Court
Northern District of Texas (Dallas)
CIVIL DOCKET FOR CASE #: 3:21-cv-00842-B**

Charitable DAF Fund et al v. Highland Capital Management LP et al
Assigned to: Judge Jane J. Boyle
Cause: 28:1391 Personal Injury

Date Filed: 04/12/2021
Jury Demand: Plaintiff
Nature of Suit: 470 Other Statutes:
Racketeer Influenced and Corrupt
Organizations
Jurisdiction: Diversity

Plaintiff

Charitable DAF Fund LP

represented by **Mazin A Sbaiti**
Sbaiti & Company PLLC
J.P. Morgan Chase Tower
2200 Ross Avenue
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214-853-4367
Email: MAS@SbaitiLaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Jonathan Bridges
Sbaiti & Company PLLC
2200 Ross Ave
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214/754-1933 FAX
Email: jeb@sbaitilaw.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Plaintiff

CLO Holdco Ltd
Directly and derivatively

represented by **Mazin A Sbaiti**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Jonathan Bridges
(See above for address)
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

V.

Defendant

Highland Capital Management LP

represented by **Zachery Z. Annable**
Hayward PLLC
10501 N. Central Expressway
Suite 106
Dallas, TX 75231
972-755-7108
Fax: 972-755-7110
Email: zannable@haywardfirm.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Gregory V Demo
Pachulski Stang Ziehl & Jones LLP
780 Third Ave
34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Email: gdemo@pszjlaw.com
PRO HAC VICE
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Hayley R Winograd
Pachulski Stand Ziehl & Jones LLP
780 Third Avenue
34th Floor
New York, NY 10017-2024
Bar Status: Not Admitted

Ira D Kharasch
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
310-277-6910
Bar Status: Not Admitted

Jeffrey N Pomerantz
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd
13th Floor
Los Angeles, CA 90067
310-227-6910
Fax: 310-201-0760
Email: jpomerantz@pszjlaw.com
PRO HAC VICE
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

John A Morris
Pachulski Stang Ziehl & Jones LLP

780 Third Avenue, 34th Floor
New York, NY 10017-2024
212-561-7700
Fax: 212-561-7777
Email: jmorris@pszjlaw.com
PRO HAC VICE
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Judith Elkin
Pachulski Stang Ziehl & Jones
780 Third Avenue, 34th Floor
New York, NY 10017
212-561-7781
Email: jelkin@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Melissa S Hayward
Hayward PLLC
10501 N Central Expwy
Suite 106
Dallas, TX 75231
972-755-7100
Fax: 972-755-7104
Email: mhayward@haywardfirm.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Robert J Feinstein
Pachulski Stang Ziehl & Jones LLP
780 Third Ave
34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Email: rfeinstein@pszjlaw.com
PRO HAC VICE
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Defendant

Highland HCF Advisor Ltd

Defendant

Highland CLO Funding Ltd

represented by **Paul R Bessette**
King & Spalding LLP
500 W 2nd Street
Suite 1800
Austin, TX 78701
512-457-2050
Fax: 512-457-2100
Email: pbessette@kslaw.com
LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Bar Status: Admitted/In Good Standing

Jonathan W Jordan

Brobeck Phleger & Harrison

4801 Plaza on the Lake

Austin, TX 78746

512/330-4000

Fax: 512/330-4001 FAX

Bar Status: Admitted/In Good Standing

Date Filed	#	Docket Text
04/12/2021	1	COMPLAINT WITH JURY DEMAND against Highland CLO Funding, Ltd., Highland Capital Management, L.P., Highland HCF Advisor, Ltd. filed by Charitable DAF Fund, CLO Holdco Ltd.. (Filing fee \$402; Receipt number 0539-11789515) Plaintiff will submit summons(es) for issuance. In each Notice of Electronic Filing, the judge assignment is indicated, and a link to the Judges Copy Requirements and Judge Specific Requirements is provided. The court reminds the filer that any required copy of this and future documents must be delivered to the judge, in the manner prescribed, within three business days of filing. Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas must seek admission promptly. Forms, instructions, and exemption information may be found at www.txnd.uscourts.gov , or by clicking here: Attorney Information - Bar Membership . If admission requirements are not satisfied within 21 days, the clerk will notify the presiding judge. (Sbaiti, Mazin) (Entered: 04/13/2021)
04/13/2021	2	Supplemental Document (cover sheet) by CLO Holdco Ltd., Charitable DAF Fund as to 1 Complaint . (Sbaiti, Mazin) Modified docket text on 4/13/2021 (oyh). (Entered: 04/13/2021)
04/13/2021	3	Request for Clerk to issue Summons filed by CLO Holdco Ltd, Charitable DAF Fund LP. (Sbaiti, Mazin) Modified linkage and docket text on 4/13/2021 (oyh). (Entered: 04/13/2021)
04/13/2021	4	New Case Notes: A filing fee has been paid. Pursuant to Misc. Order 6, Plaintiff is provided the Notice of Right to Consent to Proceed Before A U.S. Magistrate Judge (Judge Horan). Clerk to provide copy to plaintiff if not received electronically. (oyh) (Entered: 04/13/2021)
04/13/2021	5	Summons Issued as to Highland CLO Funding Ltd, Highland Capital Management LP, Highland HCF Advisor Ltd. (oyh) (Entered: 04/13/2021)
04/19/2021	6	MOTION for Leave to File First Amended Complalnt filed by CLO Holdco Ltd, Charitable DAF Fund LP (Attachments: # 1 Exh 1_First Amended Complaint, # 2 Exh 2_Motion for Authorization to Retain James Seery, # 3 Exh 3_Order Approving Retention of James Seery, # 4 Exh 4_Order Approving Settlement, # 5 Proposed Order) (Bridges, Jonathan) (Entered: 04/19/2021)
04/20/2021	7	***DISREGARD FILED IN ERROR per atty***AMENDED DOCUMENT by CLO Holdco Ltd, Charitable DAF Fund LP. Amendment to 6 MOTION for Leave to File First Amended Complalnt. <i>Amended Proposed Order</i> . (Bridges, Jonathan) Modified per atty request on 4/20/2021 (svc). (Entered: 04/20/2021)
04/20/2021	8	ELECTRONIC ORDER denying 6 Motion for Leave to File without prejudice. To the extent a motion for leave to file an amended complaint is required under Rule 15, Plaintiffs

		may renew their motion after Defendants are served and have appeared. (Ordered by Judge Jane J. Boyle on 4/20/2021) (chmb) (Entered: 04/20/2021)
05/06/2021	9	Motion for an Order Extending the Time to File a Responsive Pleading filed by Highland Capital Management LP. (Attachments: # 1 Exhibit(s) A--Proposed Order) Attorney Zachery Z. Annable added to party Highland Capital Management LP(pty:dft) (Annable, Zachery) Modified text on 5/7/2021 (jmg). (Entered: 05/06/2021)
05/07/2021	10	ELECTRONIC ORDER granting in part and denying in part 9 Motion for Extension of Time to File Answer. Defendant Highland Capital Management, L.P. may file an answer or other responsive pleading on or before May 27, 2021. (Ordered by Judge Jane J. Boyle on 5/7/2021) (chmb) (Entered: 05/07/2021)
05/10/2021	11	Application for Admission Pro Hac Vice with Certificate of Good Standing (Filing fee \$100; Receipt number 0539-11879843) filed by Highland Capital Management LP (Attachments: # 1 Certificate of Good Standing) (Pomerantz, Jeffrey) (Entered: 05/10/2021)
05/10/2021	12	Application for Admission Pro Hac Vice with Certificate of Good Standing (Filing fee \$100; Receipt number 0539-11879878) filed by Highland Capital Management LP (Attachments: # 1 Certificate of Good Standing) (Demo, Gregory) (Entered: 05/10/2021)
05/10/2021	13	Application for Admission Pro Hac Vice without Certificate of Good Standing (Filing fee \$100; Receipt number 0539-11879894) filed by Highland Capital Management LP Attorney John A Morris added to party Highland Capital Management LP(pty:dft) (Morris, John) Modified text on 5/11/2021 (jmg). (Entered: 05/10/2021)
05/10/2021	14	Application for Admission Pro Hac Vice with Certificate of Good Standing for Attorney Robert J. Feinstein (Filing fee \$100; Receipt number 0539-11879911) filed by Highland Capital Management LP (Attachments: # 1 Certificate of Good Standing) (Hayward, Melissa) (Entered: 05/10/2021)
05/11/2021	15	CERTIFICATE OF SERVICE by Highland Capital Management LP re 9 Motion for an Order Extending the Time to File a Responsive Pleading (Annable, Zachery) (Entered: 05/11/2021)
05/12/2021	16	ELECTRONIC ORDER granting 11 Application for Admission Pro Hac Vice of Jeffrey Pomerantz. Important Reminder: Unless excused for cause, an attorney who is not an ECF user must register within 14 days of the date the attorney appears in a case pursuant to LR 5.1(f) and LCrR 49.2(g). (Ordered by Judge Jane J. Boyle on 5/12/2021) (chmb) (Entered: 05/12/2021)
05/12/2021	17	ELECTRONIC ORDER granting 12 Application for Admission Pro Hac Vice of Gregory Demo. Important Reminder: Unless excused for cause, an attorney who is not an ECF user must register within 14 days of the date the attorney appears in a case pursuant to LR 5.1(f) and LCrR 49.2(g). (Ordered by Judge Jane J. Boyle on 5/12/2021) (chmb) (Entered: 05/12/2021)
05/12/2021	18	ELECTRONIC ORDER granting 14 Application for Admission Pro Hac Vice of Robert Feinstein. Important Reminder: Unless excused for cause, an attorney who is not an ECF user must register within 14 days of the date the attorney appears in a case pursuant to LR 5.1(f) and LCrR 49.2(g). (Ordered by Judge Jane J. Boyle on 5/12/2021) (chmb) (Entered: 05/12/2021)
05/12/2021	19	ELECTRONIC ORDER: 13 The Motion for Admission Pro Hac Vice filed by John Morris is deficient, as it is not accompanied by a certificate of good standing from the licensing authority of a state in which Mr. Morris is licensed to practice law. Mr. Morris must

		therefore supplement his motion. (Ordered by Judge Jane J. Boyle on 5/12/2021) (chmb) (Entered: 05/12/2021)
05/12/2021	20	Supplemental Document by Highland Capital Management LP as to 13 Application for Admission Pro Hac Vice with Certificate of Good Standing (Filing fee \$100; Receipt number 0539-11879894) <i>Certificate of Good Standing</i> . (Morris, John) (Entered: 05/12/2021)
05/13/2021	21	ELECTRONIC ORDER granting 13 Application for Admission Pro Hac Vice of John Morris. Important Reminder: Unless excused for cause, an attorney who is not an ECF user must register within 14 days of the date the attorney appears in a case pursuant to LR 5.1(f) and LCrR 49.2(g). (Ordered by Judge Jane J. Boyle on 5/13/2021) (chmb) (Entered: 05/13/2021)
05/19/2021	22	MOTION for an Order to Enforce the Order of Reference filed by Highland Capital Management LP. (Attachments: # 1 Exhibit(s) A--Proposed Order) (Annable, Zachery) Modified text on 5/20/2021 (mjr). (Entered: 05/19/2021)
05/19/2021	23	Brief/Memorandum in Support filed by Highland Capital Management LP re: 22 MOTION for an Order to Enforce the Order of Reference. (Annable, Zachery) Modified text on 5/20/2021 (mjr). (Entered: 05/19/2021)
05/19/2021	24	Appendix in Support filed by Highland Capital Management LP re: 23 Brief/Memorandum in Support. (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3, # 4 Appendix 4, # 5 Appendix 5, # 6 Appendix 6, # 7 Appendix 7, # 8 Appendix 8, # 9 Appendix 9, # 10 Appendix 10, # 11 Appendix 11, # 12 Appendix 12, # 13 Appendix 13, # 14 Appendix 14, # 15 Appendix 15, # 16 Appendix 16, # 17 Appendix 17, # 18 Appendix 18, # 19 Appendix 19, # 20 Appendix 20, # 21 Appendix 21, # 22 Appendix 22, # 23 Appendix 23, # 24 Appendix 24, # 25 Appendix 25, # 26 Appendix 26, # 27 Appendix 27, # 28 Appendix 28) (Annable, Zachery) Modified linkage and text on 5/20/2021 (mjr). (Entered: 05/19/2021)
05/21/2021	25	CERTIFICATE OF SERVICE by Highland Capital Management LP re 23 Brief/Memorandum in Support of Motion, 24 Appendix in Support, 22 MOTION for an Order to Enforce the Order of Reference (Annable, Zachery) (Entered: 05/21/2021)
05/27/2021	26	MOTION to Dismiss Complaint filed by Highland Capital Management LP (Attachments: # 1 Exhibit(s) A--Proposed Order) (Annable, Zachery) Modified text on 5/28/2021 (jmg). (Entered: 05/27/2021)
05/27/2021	27	Brief/Memorandum in Support filed by Highland Capital Management LP re 26 MOTION to Dismiss Complain. (Annable, Zachery) (Entered: 05/27/2021)
05/27/2021	28	Appendix in Support filed by Highland Capital Management LP re 26 MOTION to Dismiss Complaint. (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3, # 4 Appendix 4, # 5 Appendix 5, # 6 Appendix 6, # 7 Appendix 7, # 8 Appendix 8, # 9 Appendix 9, # 10 Appendix 10, # 11 Appendix 11, # 12 Appendix 12, # 13 Appendix 13) (Annable, Zachery) (Entered: 05/27/2021)
06/02/2021	29	Partially Opposed MOTION for Extension of Time to File Response/Reply to 26 MOTION to Dismiss (<i>Defendant Highland Capital Management, L.P.'s Motion to Dismiss Complaint</i>), 22 MOTION for an Order to Enforce the Order of Reference filed by CLO Holdco Ltd, Charitable DAF Fund LP (Sbaiti, Mazin) Modified text on 6/3/2021 (mjr). (Entered: 06/02/2021)
06/03/2021	30	WAIVER OF SERVICE Returned Executed as to CLO Holdco Ltd. Waiver sent on 6/1/2021; Charitable DAF Fund LP. Waiver sent on 6/1/2021. (Sbaiti, Mazin) (Entered: 06/03/2021)

06/03/2021	31	ELECTRONIC ORDER granting 29 Motion to Extend Time to File Response/Reply. Plaintiffs may file responses to both 22 the motion to enforce the order of reference and 26 the motion to dismiss on or before June 29, 2021. (Ordered by Judge Jane J. Boyle on 6/3/2021) (chmb) (Entered: 06/03/2021)
06/04/2021	32	CERTIFICATE OF SERVICE by Highland Capital Management LP re: 27 Brief/Memorandum in Support of Motion, 28 Appendix in Support, 26 MOTION to Dismiss. (Annable, Zachery) Modified text on 6/7/2021 (mjr). (Entered: 06/04/2021)
06/22/2021	33	Amended Civil Cover Sheet by CLO Holdco Ltd, Charitable DAF Fund LP. Amendment to 2 Supplemental Document. (Sbaiti, Mazin) Modified text on 6/23/2021 (mjr). (Entered: 06/22/2021)
06/28/2021	34	Unopposed MOTION for Leave to File Response to Motion to Dismiss in Excess of Page Limit filed by CLO Holdco Ltd, Charitable DAF Fund LP (Sbaiti, Mazin) (Entered: 06/28/2021)
06/29/2021	35	ELECTRONIC ORDER granting 34 Unopposed Motion for Leave to File Response in Excess of Page Limit. Plaintiffs' response to Defendant's motion to dismiss may exceed the page limit by no more than ten pages. (Ordered by Judge Jane J. Boyle on 6/29/2021) (chmb) (Entered: 06/29/2021)
06/29/2021	36	RESPONSE filed by CLO Holdco Ltd, Charitable DAF Fund LP re: 22 MOTION for an Order to Enforce the Order of Reference (Sbaiti, Mazin) (Entered: 06/29/2021)
06/29/2021	37	Appendix in Support filed by CLO Holdco Ltd, Charitable DAF Fund LP re 36 Response/Objection <i>Response to Motion for an Order to Enforce the Order of Reference</i> (Sbaiti, Mazin) (Entered: 06/29/2021)
06/29/2021	38	RESPONSE filed by CLO Holdco Ltd, Charitable DAF Fund LP re: 26 MOTION to Dismiss (<i>Defendant Highland Capital Management, L.P.'s Motion to Dismiss Complaint</i>) (Sbaiti, Mazin) (Entered: 06/29/2021)
06/29/2021	39	Appendix in Support filed by CLO Holdco Ltd, Charitable DAF Fund LP re 38 Response/Objection <i>to Defendant Highland Capital Management, L.P.'s Motion to Dismiss Complaint</i> (Sbaiti, Mazin) (Entered: 06/29/2021)
07/12/2021	40	Unopposed MOTION for Leave to File Reply in Excess of Page Limits (<i>Defendant Highland Capital Management, L.P.'s Unopposed Motion for Leave to Exceed Page Limit</i>) filed by Highland Capital Management LP (Attachments: # 1 Proposed Order) (Annable, Zachery) (Entered: 07/12/2021)
07/13/2021	41	ELECTRONIC ORDER granting 40 Unopposed Motion for Leave to Exceed Page Limit. Defendant Highland Capital Management, L.P. may file a reply of up to fifteen pages. (Ordered by Judge Jane J. Boyle on 7/13/2021) (chmb) (Entered: 07/13/2021)
07/13/2021	42	REPLY filed by Highland Capital Management LP re: 22 MOTION for an Order to Enforce the Order of Reference (Annable, Zachery) (Entered: 07/13/2021)
07/13/2021	43	Appendix in Support filed by Highland Capital Management LP re: 42 Reply. (Annable, Zachery) Modified text on 7/14/2021 (mjr). (Entered: 07/13/2021)
07/13/2021	44	CERTIFICATE OF SERVICE by Highland Capital Management LP re 40 Unopposed MOTION for Leave to File Reply in Excess of Page Limits (<i>Defendant Highland Capital Management, L.P.'s Unopposed Motion for Leave to Exceed Page Limit</i>) (Annable, Zachery) (Entered: 07/13/2021)
07/13/2021	45	REPLY filed by Highland Capital Management LP re: 26 MOTION to Dismiss (<i>Defendant Highland Capital Management, L.P.'s Motion to Dismiss Complaint</i>) (Annable, Zachery)

		(Entered: 07/13/2021)
07/14/2021	46	CERTIFICATE OF SERVICE by Highland Capital Management LP re 42 Reply, 43 Appendix in Support, 45 Reply (Annable, Zachery) (Entered: 07/14/2021)
07/15/2021	47	MOTION to Strike 43 Appendix in Support filed by CLO Holdco Ltd, Charitable DAF Fund LP. (Bridges, Jonathan) Modified text on 7/16/2021 (mjr). (Entered: 07/15/2021)
07/20/2021	48	RESPONSE filed by Highland Capital Management LP re: 47 MOTION to Strike 43 Appendix in Support (Annable, Zachery) (Entered: 07/20/2021)
07/23/2021	49	CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT by Highland Capital Management LP. (Annable, Zachery) (Entered: 07/23/2021)
07/23/2021	50	CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT by Charitable DAF Fund LP. (Sbaiti, Mazin) (Entered: 07/23/2021)
07/23/2021	51	CERTIFICATE OF SERVICE by Highland Capital Management LP re 48 Response/Objection (Annable, Zachery) (Entered: 07/23/2021)
08/11/2021	52	MOTION to Take Judicial Notice of Order filed by Highland Capital Management LP (Attachments: # 1 Exhibit(s) A, # 2 Proposed Order) (Annable, Zachery) (Entered: 08/11/2021)
08/12/2021	53	ELECTRONIC ORDER granting 52 Motion to Take Judicial Notice of Order. The Court takes judicial notice that the bankruptcy court held Plaintiffs and others in contempt of its orders. See Order, In re Highland Cap. Mgmt., L.P., No. 19-34054-sgj11 (Bankr. N.D. Tex. Aug. 4, 2021) (ECF No. 2660). The Court will consider this fact in addressing the remaining pending motions in this case, which are under advisement. (Ordered by Judge Jane J. Boyle on 8/12/2021) (chmb) (Entered: 08/12/2021)
08/16/2021	54	CERTIFICATE OF SERVICE by Highland Capital Management LP re 52 MOTION to Take Judicial Notice of Order (Annable, Zachery) (Entered: 08/16/2021)
08/26/2021	55	MOTION to Stay filed by CLO Holdco Ltd, Charitable DAF Fund LP (Sbaiti, Mazin) (Entered: 08/26/2021)
08/27/2021	56	ELECTRONIC ORDER: Defendants are ORDERED to file a response, not to exceed ten pages, to 55 Plaintiffs' motion to stay on or before September 10, 2021. No reply will be permitted. (Ordered by Judge Jane J. Boyle on 8/27/2021) (chmb) (Entered: 08/27/2021)
08/30/2021	57	MOTION to Dismiss <i>and Joinder in Motion to Dismiss of Highland Capital Management, L.P.</i> filed by Highland CLO Funding Ltd (Attachments: # 1 Proposed Order) Attorney Paul R Bessette added to party Highland CLO Funding Ltd(pty:dft) (Bessette, Paul) (Entered: 08/30/2021)
08/30/2021	58	Brief/Memorandum in Support filed by Highland CLO Funding Ltd re 57 MOTION to Dismiss <i>and Joinder in Motion to Dismiss of Highland Capital Management, L.P.</i> (Bessette, Paul) (Entered: 08/30/2021)
08/30/2021	59	Appendix in Support filed by Highland CLO Funding Ltd re 58 Brief/Memorandum in Support of Motion (Attachments: # 1 Exhibit(s) A - Jackson v Dear, # 2 Exhibit(s) B - Prudential Assurance v. Newman, # 3 Exhibit(s) C - Harbourvest Settlement Agreement, # 4 Exhibit(s) D - Boleat Declaration) (Bessette, Paul) (Entered: 08/30/2021)
09/10/2021	60	RESPONSE filed by Highland Capital Management LP re: 55 MOTION to Stay (Annable, Zachery) (Entered: 09/10/2021)
09/13/2021	61	CERTIFICATE OF SERVICE by Highland Capital Management LP re 60 Response/Objection (Annable, Zachery) (Entered: 09/13/2021)

09/17/2021	62	Unopposed MOTION for Extension of Time to File Response/Reply to 57 MOTION to Dismiss <i>and Joinder in Motion to Dismiss of Highland Capital Management, L.P.</i> filed by CLO Holdco Ltd, Charitable DAF Fund LP (Sbaiti, Mazin) Modified text on 9/20/2021 (mjr). (Entered: 09/17/2021)
09/20/2021	63	ADDITIONAL ATTACHMENTS to 62 Motion for Extension of Time to File Response/Reply by Plaintiffs CLO Holdco Ltd, Charitable DAF Fund LP. (Sbaiti, Mazin) (Entered: 09/20/2021)
09/20/2021	64	ORDER OF REFERENCE: Pursuant to 28 U.S.C. § 157 and this District's Miscellaneous Order No. 33, this case is hereby REFERRED to Judge Stacey G. C. Jernigan of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, to be adjudicated as a matter related to the consolidated Chapter 11 Bankruptcy of Highland Capital Management, L.P., Chapter 11 Case No. 19-34054. (Ordered by Judge Jane J. Boyle on 9/20/2021) (svc) (Entered: 09/20/2021)

PACER Service Center			
Transaction Receipt			
09/29/2021 12:19:17			
PACER Login:	hay10501:3480530:0	Client Code:	HCM
Description:	Docket Report	Search Criteria:	3:21-cv-00842-B
Billable Pages:	7	Cost:	0.70

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

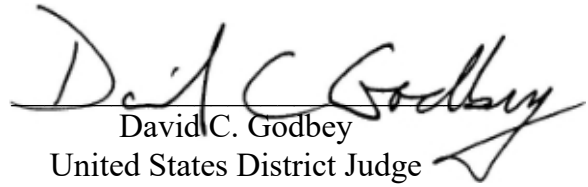
CHARITABLE DAF FUND, L.P.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 3:21-CV-1710-N
	§	
HIGHLAND CAPITAL	§	
MANAGEMENT, L.P.,	§	
	§	
Defendant.	§	

ORDER

This Order addresses Defendant Highland Capital Management, L.P.’s (“HCM”) motion for reconsideration of this Court’s earlier order staying this case [8]. This case challenges a transaction consummated in the course of a consolidated bankruptcy proceeding and names as the sole defendant the debtor in that bankruptcy. The Court therefore concludes that this case constitutes a matter “related to” a case in the bankruptcy court under the meaning of this District’s Miscellaneous Order No. 33. Accordingly, the Court grants Defendant’s motion, lifts the stay, and refers this case to Judge Stacey G.C. Jernigan of the United States Bankruptcy Court for the Northern District of Texas, to be adjudicated as a matter related to the Chapter 11 Bankruptcy of HCM., Chapter 11 Case No. 19-34054. The Clerk of this Court and the Clerk of the Bankruptcy Court to which this case is referred are directed to take such actions as are necessary to docket this matter as an Adversary Proceeding associated with the aforementioned consolidated bankruptcy case.



Signed May 19, 2022.


David C. Godbey
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

THE CHARITABLE DAF FUND, LP.,

Plaintiff,

v.

**HIGHLAND CAPITAL MANAGEMENT,
L.P.,**

Defendant.

§
§
§
§
§
§
§
§
§
§

Cause No. _____

ORIGINAL COMPLAINT

This matter concerns self-dealing and seeks redress for violation of state and federal law, including, but not limited to, violations of the Advisers Act of 1940, and other state causes of action.

I.

PARTIES

1. Plaintiff The Charitable DAF Fund, L.P. (“Plaintiff” or “DAF”) is a limited partnership formed under the laws of the Cayman Islands.

2. Defendant Highland Capital Management L.P. (“Highland” or “HCMLP”) is a Delaware limited partnership, whose principal place of business is in Dallas, Texas, at 300 Crescent Court, Suite 700, Dallas, Texas 75201.

II.

JURISDICTION AND VENUE

3. Subject matter jurisdiction is proper in this Court under 28 U.S.C. § 1331 and under 28 U.S.C. § 1334 because the suit arises out of post-petition acts or omissions of the debtor and certain of its principals.

4. This Court has personal jurisdiction over Defendant Highland Capital Management, L.P. because it has continuously done business in this state, and the causes of action arise from the acts or omissions committed in this state.

5. Venue is proper in this Court because a substantial number of the acts or omissions giving rise to this lawsuit and the causes of action asserted herein occurred in Dallas County.

III.

FACTUAL BACKGROUND

6. HCMLP is a registered investment advisor (“RIA”) subject to the regulations of the Securities Exchange Commission.

7. HCMLP is both the advisor of and investor in Highland Multi Strategy Credit Fund, L.P. (“Multistrat”), a Delaware limited partnership. Highland Multi Strategy Credit Fund GP, L.P., itself a Delaware limited partnership, is the general partner of Multistrat, and HCMLP is the sole member of the general partner of Highland Multi Strategy Credit Fund GP, L.P.

8. HCMLP’s advisory capacity is governed, or at all relevant times was governed, by the Third Amended and Restated Investment Management Agreement, effective November 1, 2013 (the “IMA”).

9. The purpose of Multistrat as a vehicle was stated as such: “The Fund's investment objective is to seek attractive risk-adjusted returns, consistent with the preservation of capital and prudent investment management.”

10. The Confidential Private Placement Memorandum for Multistrat disclosed that “[t]he Investment Manager is registered as an investment adviser with the Securities and Exchange Commission under the U.S. Investment Advisers Act of 1940, as amended (the ‘Advisers Act’).

Each prospective investor will be required to make a representation to indicate that it is a ‘qualified client’ as defined in the Advisers Act.”

11. Because of these agreements and roles as the General Partner and RIA, Highland owed contractual and fiduciary duties to Plaintiff as an investor in Multistrat.

12. James Seery, the principal, CEO, and CRO of HCMLP, in its capacity as a debtor, admitted under oath that HCMLP owes fiduciary duties to the investors of the funds HCMLP manages—which would include Multistrat—and therefore, has admitted under oath that HCMLP and its governed persons owe fiduciary duties to the investors in Multistrat, which include Plaintiff, The Charitable DAF Fund, and Highland Capital Management Services, Inc., among others.

13. As an investment vehicle advised at all times and controlled at all times by HCMLP, Multistrat purchased and owned a pool of viaticals—investments in life insurance policies keyed to the lives of other persons. When a person passes away, the life insurance money is paid to the owner of the policy—in this case, Multistrat.

14. The notional value of the viatical pool was approximately \$145 million.

15. In or around August 2020, HCMLP sold the entire viatical pool for approximately \$35,000,000—less than one quarter of the insured value.

16. The policies insured people aged 90 on average, suggesting that the policies were highly likely to pay off in the ensuing few years given the age and life expectancies of the insureds, as well as considering the actuarial impact of the COVID pandemic.

17. In the spring of 2020, Multistrat raised funds specifically for the purpose of paying the premiums on the viatical pool—amounts raised, borrowing availability, and liquid securities provided enough cash to pay the premiums. But HCMLP did not pursue this path as promised.

Instead, it sold the assets. To this day, it is unclear why the policies were sold, and why, just prior to a planned mediation.

18. Furthermore, the process of selling was severely flawed. For example, the health assessments used to determine the likelihood and timeline for the payout were two years old. HCMLP did not cause new, up-to-date health assessments to be performed, and instead was content to rely on stale information or worse, no information at all.

19. Furthermore, HCMLP made no effort to adjust the projected life expectancies due to the increasing age of the insureds during a process that stretched over seven months, nor for the potential impact of COVID on people over the age of 90, which would have impacted the price..

20. Equally troubling is that Multistrat obtained the funds to pay the premiums from another investor—yet, it apparently did not use the funds for that purpose.

21. HCMLP apparently used the proceeds of the sale to pay itself, notwithstanding the fact that there were redeemed interests waiting to be paid—interests to whom HCMLP also owed fiduciary duties.

22. In short, HCMLP caused Multistrat to sell the viatical pool at a substantially discounted amount to curry favor with the brokers and buyers in the marketplace for no apparent benefit to Multistrat's investors or the debtor's estate.

III.

CAUSES OF ACTION

First Cause of Action **Breach of the Advisers Act**

23. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

24. Highland's actions violate the Advisers Act.

25. As an RIA, HCMLP is subject to the Investment Advisers Act of 1940.

26. The IMA imposes and incorporates the duties and obligations of the Investment Advisers Act of 1940.

27. Under this federal law, an investment adviser is a fiduciary.¹ This includes a duty of care, a duty of loyalty, and a duty to refrain from engaging in transactions in which it is not a disinterested person.

28. The duty of loyalty imposed by the Advisers Act of 1940 is not specifically defined in the Advisers Act or in Commission rules but reflects a Congressional recognition “of the delicate fiduciary nature of an investment advisory relationship” as well as a Congressional intent to “eliminate, or at least to expose, all conflicts of interest which might incline an investment adviser—consciously or unconsciously—to render advice which was not disinterested.”

29. To meet its duty of loyalty, an adviser must make full and fair disclosure to its clients of all material facts relating to the advisory relationship, including disclosing transactions in which the advisor has an interest, and to disclose all pertinent facts of a transaction that could affect the client or the client’s interest.² In order for disclosure to be full and fair, it should be sufficiently specific so that a client is able to understand the material fact or conflict of interest and make an informed decision whether to provide consent.

¹ *SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 194 (1963). *Santa Fe Indus. v. Green*, 430 U.S. 462, 471, n.11 (1977) (in discussing *SEC v. Capital Gains*, stating that the Supreme Court’s “references to fraud in the “equitable” sense of the term was “premised on its recognition that Congress intended the Investment Advisers Act to establish federal fiduciary standards for investment advisers”); Investment Advisers Act Release No. 3060 (July 28, 2010) (“Under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing *Proxy Voting by Investment Advisers*, Investment Advisers Act Release No. 2106 (Jan. 31, 2003) (“Investment Advisers Act Release 2106”)).

² *SEC v. Capital Gains*, supra, at 200 (“Failure to disclose material facts must be deemed fraud or deceit within its intended meaning.”). Investment Advisers Act Release 3060, supra, footnote 15 (“as a fiduciary, an adviser has an ongoing obligation to inform its clients of any material information that could affect the advisory relationship”); see also General Instruction 3 to Part 2 of Form ADV (“Under federal and state law, you are a fiduciary and must make full disclosure to your clients of all material facts relating to the advisory relationship.”).

30. This fiduciary duty also requires an adviser “to adopt the principal’s goals, objectives, or ends.” This means the adviser must, at all times, serve the best interest of its client and not subordinate its client’s interest to its own. In other words, the investment adviser cannot place its own interests ahead of the interests of its client and must at all times act for the interests of its investors.³

31. Here, the goals of Multistrat included “to seek attractive risk adjusted returns, consistent with the preservation of capital and prudent investment management.”

32. The duty of care includes, among other things: (i) the duty to provide advice that is in the best interest of the client, (ii) the duty to seek best execution of a client’s transactions where the adviser has the responsibility to select broker-dealers to execute client trades, and (iii) the duty to provide advice and monitoring over the course of the relationship.

33. These fiduciary duties are **unwaivable**, and any agreement made in derogation of the obligations under the Advisers Act is **void**.

34. Therefore, Plaintiff seeks to declare the sale of the viaticals void because they were accomplished in violation of the Advisers Act.

35. Plaintiff further seeks to declare the agreement(s) between Highland and Multistrat void because they were continued in violation of the Advisers Act.

Second Cause of Action
Breach of Fiduciary Duty

36. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

³ Investment Advisers Act Release 3060 (adopting amendments to Form ADV and stating that “[u]nder the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing Investment Advisers Act Release 2106, supra footnote 15). *SEC v. Tambone*, 550 F.3d 106, 146 (1st Cir. 2008) (“Section 206 imposes a fiduciary duty on investment advisers to act at all times in the best interest of the fund...”); *Sec. & Exch. Commission v. Moran*, 944 F. Supp. 286, 297 (S.D.N.Y. 1996) (“Investment advisers are entrusted with the responsibility and duty to act in the best interest of their clients.”).

37. As an RIA, HCMLP is subject to the Investment Advisers Act of 1940.

38. The IMA imposes and incorporates the duties and obligations of the Investment Advisers Act of 1940.

39. Under this federal law, an investment adviser is a fiduciary.⁴ This includes a duty of care, a duty of loyalty, and a duty to refrain from engaging in transactions in which it is not a disinterested person.

40. The duty of loyalty imposed by the Advisers Act of 1940 is not specifically defined in the Advisers Act or in Commission rules, but reflects a Congressional recognition “of the delicate fiduciary nature of an investment advisory relationship” as well as a Congressional intent to “eliminate, or at least to expose, all conflicts of interest which might incline an investment adviser—consciously or unconsciously—to render advice which was not disinterested.”

41. To meet its duty of loyalty, an adviser must make full and fair disclosure to its clients of all material facts relating to the advisory relationship, including disclosing transactions in which the advisor has an interest, and to disclose all pertinent facts of a transaction that could affect the client or the client’s interest.⁵ In order for disclosure to be full and fair, it should be

⁴ *SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 194 (1963). *Santa Fe Indus. v. Green*, 430 U.S. 462, 471, n.11 (1977) (in discussing *SEC v. Capital Gains*, stating that the Supreme Court’s reference to fraud in the “equitable” sense of the term was “premised on its recognition that Congress intended the Investment Advisers Act to establish federal fiduciary standards for investment advisers”); Investment Advisers Act Release No. 3060 (July 28, 2010) (“Under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing *Proxy Voting by Investment Advisers*, Investment Advisers Act Release No. IA2106 (Jan. 31, 2003) (“Investment Advisers Act Release 2106”)).

⁵ *SEC v. Capital Gains*, supra, at 200 (“Failure to disclose material facts must be deemed fraud or deceit within its intended meaning.”). Investment Advisers Act Release 3060, supra, footnote 15 (“as a fiduciary, an adviser has an ongoing obligation to inform its clients of any material information that could affect the advisory relationship”); see also General Instruction 3 to Part 2 of Form ADV (“Under federal and state law, you are a fiduciary and must make full disclosure to your clients of all material facts relating to the advisory relationship.”).

sufficiently specific so that a client is able to understand the material fact or conflict of interest and make an informed decision whether to provide consent.

42. This fiduciary duty also requires an adviser “to adopt the principal’s goals, objectives, or ends.” This means the adviser must, at all times, serve the best interest of its client and not subordinate its client’s interest to its own. In other words, the investment adviser cannot place its own interests ahead of the interests of its client and must at all times act for the interests of its investors.⁶

43. Here, the goals of Multistrat included “to seek attractive risk adjusted returns, consistent with the preservation of capital and prudent investment management.”

44. The duty of care includes, among other things: (i) the duty to provide advice that is in the best interest of the client, (ii) the duty to seek best execution of a client’s transactions where the adviser has the responsibility to select broker-dealers to execute client trades, and (iii) the duty to provide advice and monitoring over the course of the relationship.

45. These fiduciary duties are **unwaivable**, and any agreement made in derogation of the obligations under the Advisers Act is **void**.

46. HCMLP’s CEO testified under oath that he and HCMLP were aware of these duties and had to comply with them.

47. Section 204 of the Advisers Act requires HCMLP to carry written policies and procedures that must be followed in order to adhere to its federal obligations.

⁶ Investment Advisers Act Release 3060 (adopting amendments to Form ADV and stating that “[u]nder the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing Investment Advisers Act Release 2106, supra footnote 15). *SEC v. Tambone*, 550 F.3d 106, 146 (1st Cir. 2008) (“Section 206 imposes a fiduciary duty on investment advisers to act at all times in the best interest of the fund...”); *SEC v. Moran*, 944 F. Supp. 286, 297 (S.D.N.Y. 1996) (“Investment advisers are entrusted with the responsibility and duty to act in the best interest of their clients.”).

48. Section 206 of the Advisers Act prohibits transactions by an adviser that were accomplished via a “deceit” on a client or prospective client, e.g., by concealing the role and interest the adviser has in the transaction, or via engaging in a course of conduct that has a tendency to mislead a client or which is manipulative.

49. These breaches include, but are not limited to (1) selling the viatical pool at a distressed price when it was not in distress and there was no need for Multistrat to sell; (2) concealing the information about the transaction from the Plaintiff; (3) failing to advise the Plaintiff of the opportunity to purchase the viatical pool—especially when it knew the Plaintiff had an interest in the pool and had the means of purchasing it for more cash than \$35 million; (4) concealing the purpose behind the sale of the viatical pool and the conflicts of interest that inhere in the transaction; (5) causing the viatical pool to be sold in a manner that violated the rights of the Plaintiff as an investor in Multistrat (e.g., by failing to conduct an auction, obtaining competitive bids and taking the pool to market); and (6) utilizing the sale proceeds for its own ends—namely, to enrich itself.

50. The Advisers Act declares any contract that was made in violation of its provisions or regulations, or any contract that has been performed in violation of the Advisers Act, **void**.

51. The Advisers Act created a private right of action to void unlawful agreements and acts and to seek such equitable relief as accompanies such claims.

52. Texas law allows a fiduciary plaintiff to seek damages for breaches of fiduciary duty and to seek disgorgement of all ill-gotten gains obtained by a fiduciary.

53. Plaintiff has been damaged due to the breaches of fiduciary duty outlined herein, and it is entitled to recover damages, punitive damages, and attorneys’ fees.

54. To the extent this claim must be brought as a derivative action, it is plain that the demand requirement under Delaware law could not be met because serving a demand on Highland or to sue Highland would have been futile.

Third Cause of Action
Breach of Contract

55. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

56. The IMA imposes a duty of prudent investment management for the benefit of the investors in Multistrat and incorporate the duties and obligations of the Investment Advisers Act of 1940.

57. The violations set forth above constitute a breach of each or both of these agreements.

58. These breaches include, but are not limited to (1) selling the viatical pool at a distressed price when it was not in distress and there was no need for Multistrat to sell; (2) concealing the information about the transaction from the Plaintiff; (3) failing to advise the Plaintiff of the opportunity to purchase the viatical pool—especially when it knew the Plaintiff had an interest in the pool and had the means of purchasing it for more cash than \$35 million; (4) concealing the purpose behind the sale of the viatical pool and the conflicts of interest that inhere in the transaction; (5) causing the viatical pool to be sold in a manner that violated the rights of the Plaintiff as an investor in Multistrat (e.g., by failing to conduct an auction, obtaining competitive bids, and taking the pool to market); and (6) utilizing the sale proceeds for its own ends—namely, to enrich itself.

59. Plaintiff has been damaged by the breaches of contract outlined herein.

60. Plaintiff is entitled to recover damages and attorneys' fees.

JURY DEMAND AND PRAYER

- 61.** Plaintiff demands trial by jury.
- 62.** Plaintiff respectfully requests judgment and an order:
- Disgorging all ill-gotten gains in an amount to be determined at trial;
 - Voiding the sale and other relevant agreements herein with HCMLP pursuant to the Advisers Act;
 - Awarding damages in an amount to be determined at trial;
 - Awarding punitive damages in an amount to be determined at trial;
 - Awarding attorneys' fees and costs in an amount to be determined at trial;
 - Awarding all interim and final relief to which Plaintiff is legally or equitably entitled under the facts and circumstances raised herein.

Dated: July 22, 2021

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti

Texas Bar No. 24058096

Jonathan Bridges

Texas Bar No. 24028835

JPMorgan Chase Tower

2200 Ross Avenue – Suite 4900W

Dallas, TX 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

jeb@sbaitilaw.com

Counsel for Plaintiff

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

The Charitable DAF Fund, L.P.

(b) County of Residence of First Listed Plaintiff Cayman Islands

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sbaiti & Company PLLC, 2200 Ross Avenue, Suite 4900W,
Dallas, TX 75201**DEFENDANTS**

Highland Capital Management, L.P.

County of Residence of First Listed Defendant Dallas County, TX

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability		PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	LABOR	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 740 Railway Labor Act	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 500 Securities/Commodities/Exchange
REAL PROPERTY	CIVIL RIGHTS	IMMIGRATION	<input type="checkbox"/> 864 SSID Title XVI	<input checked="" type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment			<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education			
	PRISONER PETITIONS			
	<input type="checkbox"/> 463 Alien Detainee			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	Habeas Corpus:			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			
	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 80b-1

Brief description of cause:

Adviser's Act violation**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Stacey G. JerniganDOCKET NUMBER 19-34054-sgi11 NDTX-BK

DATE

July 22, 2021

SIGNATURE OF ATTORNEY OF RECORD

/s/ Mazin A. Sbaiti

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Appx. 00086

JURY

**U.S. District Court
Northern District of Texas (Dallas)
CIVIL DOCKET FOR CASE #: 3:21-cv-01710-N**

Charitable DAF Fund LP v. Highland Capital Management LP
Assigned to: Judge David C Godbey
Cause: 28:1331 Fed. Question

Date Filed: 07/22/2021
Jury Demand: Plaintiff
Nature of Suit: 890 Other Statutes: Other
Statutory Actions
Jurisdiction: Federal Question

Plaintiff

Charitable DAF Fund LP

represented by **Mazin A Sbaiti**
Sbaiti & Company PLLC
J.P. Morgan Chase Tower
2200 Ross Avenue
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214-853-4367
Email: MAS@SbaitiLaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Jonathan Bridges
Sbaiti & Company PLLC
2200 Ross Ave
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214/754-1933 FAX
Email: jeb@sbaitilaw.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

V.

Defendant

Highland Capital Management LP

represented by **Zachery Z. Annable**
Hayward PLLC
10501 N. Central Expressway
Suite 106
Dallas, TX 75231
972-755-7108
Fax: 972-755-7110
Email: zannable@haywardfirm.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Gregory V Demo

Pachulski Stang Ziehl & Jones LLP
780 Third Ave
34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Email: gdemo@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Hayley R Winograd

Pachulski Stand Ziehl & Jones LLP
780 Third Avenue
34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Bar Status: Not Admitted

Jeffrey N Pomerantz

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd
13th Floor
Los Angeles, CA 90067
310-227-6910
Fax: 310-201-0760
Email: jpomerantz@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

John A Morris

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017-2024
212-561-7700
Fax: 212-561-7777
Email: jmorris@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Melissa S Hayward

Hayward PLLC
10501 N Central Expwy
Suite 106
Dallas, TX 75231
972-755-7100
Fax: 972-755-7104
Email: mhayward@haywardfirm.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Date Filed	#	Docket Text
07/22/2021	<u>1</u>	COMPLAINT WITH JURY DEMAND against Highland Capital Management LP filed by Charitable DAF Fund LP. (Filing fee \$402; Receipt number 0539-12078150) Plaintiff will submit summons(es) for issuance. In each Notice of Electronic Filing, the judge assignment is indicated, and a link to the Judges Copy Requirements and Judge Specific Requirements is provided. The court reminds the filer that any required copy of this and future documents must be delivered to the judge, in the manner prescribed, within three business days of filing. Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas must seek admission promptly. Forms, instructions, and exemption information may be found at www.txnd.uscourts.gov , or by clicking here: Attorney Information - Bar Membership . If admission requirements are not satisfied within 21 days, the clerk will notify the presiding judge. (Attachments: # <u>1</u> Civil Cover Sheet) (Sbaiti, Mazin) (Entered: 07/22/2021)
07/22/2021	<u>2</u>	Request for Clerk to issue Summons to Highland Capital Management, L.P. filed by Charitable DAF Fund LP. (Sbaiti, Mazin) (Entered: 07/22/2021)
07/22/2021	<u>3</u>	New Case Notes: A filing fee has been paid. Pursuant to Misc. Order 6, Plaintiff is provided the Notice of Right to Consent to Proceed Before A U.S. Magistrate Judge (Judge Rutherford). Clerk to provide copy to plaintiff if not received electronically. (ndt) (Entered: 07/23/2021)
07/23/2021	<u>4</u>	Summons Issued as to Highland Capital Management LP. (ndt) (Entered: 07/23/2021)
07/23/2021	<u>5</u>	CERTIFICATE OF INTERESTED PERSONS/DISCLOSURE STATEMENT by Charitable DAF Fund LP. (Sbaiti, Mazin) (Entered: 07/23/2021)
08/26/2021	<u>6</u>	MOTION to Stay filed by Charitable DAF Fund LP (Sbaiti, Mazin) (Entered: 08/26/2021)
09/07/2021	<u>7</u>	ELECTRONIC ORDER granting <u>6</u> Motion to Stay. (Ordered by Judge David C Godbey on 9/7/2021) (chmb) (Entered: 09/07/2021)
10/05/2021	<u>8</u>	MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) filed by Highland Capital Management LP (Attachments: # <u>1</u> Exhibit(s) A)Attorney Zachery Z. Annable added to party Highland Capital Management LP(pty:dft) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	<u>9</u>	Brief/Memorandum in Support filed by Highland Capital Management LP re <u>8</u> MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	<u>10</u>	Appendix in Support filed by Highland Capital Management LP re <u>8</u> MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Attachments: # <u>1</u> Exhibit(s) 1, # <u>2</u> Exhibit(s) 2, # <u>3</u> Exhibit(s) 3, # <u>4</u> Exhibit(s) 4, # <u>5</u> Exhibit(s) 5, # <u>6</u> Exhibit(s) 6, # <u>7</u> Exhibit(s) 7, # <u>8</u> Exhibit(s) 8, # <u>9</u> Exhibit(s) 9, # <u>10</u> Exhibit(s) 10, # <u>11</u> Exhibit(s) 11, # <u>12</u> Exhibit(s) 12, # <u>13</u> Exhibit(s) 13, # <u>14</u> Exhibit(s) 14, # <u>15</u> Exhibit(s) 15, # <u>16</u> Exhibit(s) 16, # <u>17</u> Exhibit(s) 17, # <u>18</u> Exhibit(s) 18, # <u>19</u> Exhibit(s) 19, # <u>20</u> Exhibit(s) 20, # <u>21</u> Exhibit(s) 21, # <u>22</u> Exhibit(s) 22, # <u>23</u> Exhibit(s) 23, # <u>24</u> Exhibit(s) 24, # <u>25</u> Exhibit(s) 25, # <u>26</u> Exhibit(s) 26, # <u>27</u> Exhibit(s) 27) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	<u>11</u>	MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) filed by Highland Capital Management LP (Attachments: # <u>1</u> Exhibit(s) A) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	<u>12</u>	Brief/Memorandum in Support filed by Highland Capital Management LP re <u>11</u> MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) (Annable, Zachery)

		(Entered: 10/05/2021)
10/05/2021	13	Appendix in Support filed by Highland Capital Management LP re 11 MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) (Attachments: # 1 Exhibit(s) 1, # 2 Exhibit(s) 2, # 3 Exhibit(s) 3) (Annable, Zachery) (Entered: 10/05/2021)
10/11/2021	14	CERTIFICATE OF SERVICE by Highland Capital Management LP re: 8 MOTION for Reconsideration, 9 Brief/Memorandum in Support of Motion, 10 Appendix in Support, 11 MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>), 12 Brief/Memorandum in Support of Motion, 13 Appendix in Support. (Annable, Zachery) Modified text on 10/12/2021 (mjr). (Entered: 10/11/2021)
10/27/2021	15	RESPONSE filed by Charitable DAF Fund LP re: 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Sbaiti, Mazin) (Entered: 10/27/2021)
11/05/2021	16	REPLY filed by Highland Capital Management LP re: 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Annable, Zachery) (Entered: 11/05/2021)
11/12/2021	17	CERTIFICATE OF SERVICE by Highland Capital Management LP re 16 Reply (Annable, Zachery) (Entered: 11/12/2021)
05/19/2022	18	ORDER re: 8 Motion for Reconsideration. The Court grants Defendant's motion, lifts the stay, and refers this case to Judge Stacey G.C. Jernigan of the United States Bankruptcy Court for the Northern District of Texas, to be adjudicated as a matter related to the Chapter 11 Bankruptcy of HCM., Chapter 11 Case No. 10-34054. The Clerk of this Court and the Clerk of the Bankruptcy Court to which this case is referred are directed to take such actions as are necessary to docket this matter as an Adversary Proceeding associated with the aforementioned consolidated bankruptcy case. (Ordered by Judge David C Godbey on 5/19/2022) (oyh) (Main Document 18 replaced on 5/23/2022) (twd). (Entered: 05/20/2022)

PACER Service Center			
Transaction Receipt			
05/25/2022 16:21:04			
PACER Login:	mmathews01:5861713:5854364	Client Code:	
Description:	Docket Report	Search Criteria:	3:21-cv-01710-N
Billable Pages:	3	Cost:	0.30
Exempt flag:	Exempt	Exempt reason:	Always

PACER fee: Exempt

EXHIBIT 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

THE DUGABOY INVESTMENT TRUST,

Plaintiff,

V.

**HIGHLAND CAPITAL MANAGEMENT,
LP,**

Defendant.

[illegible]

Cause No.

ORIGINAL COMPLAINT

This matter concerns grave accounts of self-dealing and deception and seeks redress for violation of federal law including, but not limited to, violations of the Advisers Act of 1940, and other state causes of action.

I.

PARTIES

1. Plaintiff, The Dugaboy Investment Trust (“Plaintiff”), is a Delaware perpetual non-revocable trust with its principal place of business in Dallas County, Texas.

2. Defendant Highland Capital Management LP (“Highland” or “HCMLP”) is a Delaware limited partnership, whose principal place of business is in Dallas, Texas.

II.

JURISDICTION AND VENUE

3. Subject matter jurisdiction is proper in this court under 28 U.S.C. § 1331, and under 28 U.S.C. § 1334 because the suit arises out of post-petition acts or omissions of the debtor and certain of its principals.

4. This Court has general personal jurisdiction over Defendant Highland Capital Management, LP, because it has continuously done business in this state, and the causes of action arise from the acts or omissions committed in this state.

5. Venue is proper in this Court because a substantial number of the acts or omissions giving rise to this lawsuit and the causes of action asserted herein occurred in Dallas County.

III.

FACTUAL BACKGROUND

6. HCMLP is a registered investment advisor (“RIA”) subject to the regulations of the Securities Exchange Commission.

7. HCMLP is both the advisor of and investor in Highland Multi Strategy Credit Fund, LP (“Multistrat”), a Delaware limited partnership. Highland Multi Strategy Credit Fund GP, L.P., itself a Delaware limited partnership, is the general partner of Multistrat, and HCMLP is the sole member of the general partner of Highland Multi Strategy Credit Fund GP, L.P.

8. HCMLP’s advisory capacity is governed, or at all relevant times was governed, by the Third Amended and Restated Investment Management Agreement, effective November 1, 2013 (the “IMA”).

9. The purpose of Multistrat as a vehicle was stated as such: “The Fund's investment objective is to seek attractive risk-adjusted returns, consistent with the preservation of capital and prudent investment management.”

10. The Confidential Private Placement Memorandum for Multistrat disclosed that “[t]he Investment Manager is registered as an investment adviser with the Securities and Exchange Commission under the U.S. Investment Advisers Act of 1940, as amended (the ‘Advisers Act’).

Each prospective investor will be required to make a representation to indicate that it is a 'qualified client' as defined in the Advisers Act.”

11. Because of these agreements and roles as the General Partner and RIA, Highland owed contractual and fiduciary duties to Plaintiff, as an investor in Multistrat.

12. James Seery, the principal, CEO, and CRO of HCMLP in its capacity as a debtor, admitted under oath that HCMLP owes fiduciary duties to the investors of the funds HCMLP manages—which would include Multistrat—and therefore, has admitted under oath that HCMLP and its governed persons owe fiduciary duties to the investors in Multistrat, which includes Plaintiff, the Charitable DAF Fund, Ltd., and Highland Capital Management Services, Inc., among others.

13. As an investment vehicle advised at all times and controlled at all times by HCMLP, Multistrat purchased and owned a pool of viaticals—investments in life insurance policies keyed to the lives of other persons. When a person passes away, the life insurance money is paid to the owner of the policy—in this case, Multistrat.

14. The notional value of the viatical pool was approximately \$145 million.

15. In or around August 2020, HCMLP sold the entire viatical pool for approximately \$35,000,000 – less than one quarter of the insured value.

16. The policies insured people aged 90 on average, suggesting that the policies were highly likely to pay off in the ensuing few years given the age and life expectancies of the insureds, as well as considering the actuarial impact of the COVID pandemic.

17. In the spring of 2020, Multistrat raised funds specifically for the purpose of paying the premiums on the viatical pool—amounts raised, borrowing availability, and liquid securities provided enough cash to pay the premiums. But HCMLP did not pursue this path as promised.

Instead, it sold the assets. To this day it is unclear why the policies were sold, and why, just prior to a planned mediation.

18. Furthermore, the process of selling was severely flawed. For example, the health assessments used to determine the likelihood and timeline for the payout were two years old. HCMLP did not cause new, up-to-date health assessments to be performed, and instead was content to rely on stale information or worse, no information at all.

19. Furthermore, HCMLP made no effort to adjust the projected life expectancies due to the increasing age of the insureds during a process that stretched over seven months, nor for the potential impact of COVID on people over the age of 90, which would have impacted the price..

20. Equally troubling is that Multistrat obtained the funds to pay the premiums from another investor—yet, it apparently did not use the funds for that purpose.

21. HCMLP apparently used the proceeds of the sale to pay itself, notwithstanding the fact that there were redeemed interests waiting to be paid—interests to whom HCMLP also owed fiduciary duties.

22. In short, HCMLP caused Multistrat to sell the viatical pool at a substantially discounted amount to curry favor with the brokers and buyers in the marketplace for no apparent benefit to Multistrat’s investors or the debtor’s estate.

III.

CAUSES OF ACTION

First Cause of Action **Breach of Fiduciary Duty**

23. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

24. As an RIA, HCMLP is subject to the Investment Advisers Act of 1940.

25. The contracts set forth above—the subscription agreement and the IMA—impose and incorporate the duties and obligations of the Investment Advisers Act of 1940.

26. Under this federal law, an investment adviser is a fiduciary.¹ This includes a duty of care, a duty of loyalty, and a duty to refrain from engaging in transactions in which it is not a disinterested person.

27. The duty of loyalty imposed by the Advisers Act of 1940 is not specifically defined in the Advisers Act or in Commission rules, but reflects a Congressional recognition “of the delicate fiduciary nature of an investment advisory relationship” as well as a Congressional intent to “eliminate, or at least to expose, all conflicts of interest which might incline an investment adviser—consciously or unconsciously—to render advice which was not disinterested.”

28. To meet its duty of loyalty, an adviser must make full and fair disclosure to its clients of all material facts relating to the advisory relationship, including disclosing transactions in which the advisor has an interest, and to disclose all pertinent facts of a transaction that could affect the client or the client’s interest.² In order for disclosure to be full and fair, it should be sufficiently specific so that a client is able to understand the material fact or conflict of interest and make an informed decision whether to provide consent.

¹ *SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 194 (1963). *Santa Fe Indus. v. Green*, 430 U.S. 462, 471, n.11 (1977) (in discussing *SEC v. Capital Gains*, stating that the Supreme Court’s reference to fraud in the “equitable” sense of the term was “premised on its recognition that Congress intended the Investment Advisers Act to establish federal fiduciary standards for investment advisers”); Investment Advisers Act Release No. 3060 (July 28, 2010) (“Under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing *Proxy Voting by Investment Advisers*, Investment Advisers Act Release No. IA2106 (Jan. 31, 2003) (“Investment Advisers Act Release 2106”)).

² *SEC v. Capital Gains*, *supra*, at 200 (“Failure to disclose material facts must be deemed fraud or deceit within its intended meaning.”). Investment Advisers Act Release 3060, *supra*, footnote 15 (“as a fiduciary, an adviser has an ongoing obligation to inform its clients of any material information that could affect the advisory relationship”); see also General Instruction 3 to Part 2 of Form ADV (“Under federal and state law, you are a fiduciary and must make full disclosure to your clients of all material facts relating to the advisory relationship.”).

29. This fiduciary duty also requires an adviser “to adopt the principal’s goals, objectives, or ends.” This means the adviser must, at all times, serve the best interest of its client and not subordinate its client’s interest to its own. In other words, the investment adviser cannot place its own interests ahead of the interests of its client and must at all times act for the interests of its investors.³

30. Here, the goals of Multistrat included “to seek attractive risk adjusted returns, consistent with the preservation of capital and prudent investment management.”

31. The duty of care includes, among other things: (i) the duty to provide advice that is in the best interest of the client, (ii) the duty to seek best execution of a client’s transactions where the adviser has the responsibility to select broker-dealers to execute client trades, and (iii) the duty to provide advice and monitoring over the course of the relationship.

32. These fiduciary duties are **unwaivable**, and any agreement made in derogation of the obligations under the Advisers Act is **void**.

33. HCMLP’s CEO testified under oath that he and HCMLP were aware of these duties and had to comply with them.

34. Section 204 of the Advisers Act requires HCMLP to carry written policies and procedures that must be followed in order to adhere to its federal obligations.

35. Section 206 of the Advisers Act prohibits transactions by an adviser that were accomplished via a “deceit” on a client or prospective client, e.g., by concealing the role and

³ Investment Advisers Act Release 3060 (adopting amendments to Form ADV and stating that “[u]nder the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing Investment Advisers Act Release 2106, *supra* footnote 15). *SEC v. Tambone*, 550 F.3d 106, 146 (1st Cir. 2008) (“Section 206 imposes a fiduciary duty on investment advisers to act at all times in the best interest of the fund...”); *SEC v. Moran*, 944 F. Supp. 286, 297 (S.D.N.Y. 1996) (“Investment advisers are entrusted with the responsibility and duty to act in the best interest of their clients.”).

interest the adviser has in the transaction, or via engaging in a course of conduct that has a tendency to mislead a client or which is manipulative.

36. These breaches include, but are not limited to (1) selling the viatical pool at a distressed price when it was not in distress and there was no need for Multistrat to sell; (2) concealing the information about the transaction from the Plaintiff; (3) failing to advise the Plaintiff of the opportunity to purchase the viatical pool—especially when it knew the Plaintiff had an interest in the pool and had the means of purchasing it for more cash than \$35 million; (4) concealing the purpose behind the sale of the viatical pool and the conflicts of interest that inhere in the transaction; (5) causing the viatical pool to be sold in a manner that violated the rights of the Plaintiff as an investor in Multistrat (e.g., by failing to conduct an auction, obtaining competitive bids, and taking the pool to market); and (6) utilizing the sale proceeds for its own ends—namely, to enrich itself.

37. The Advisors Act declares any contract that was made in violation of its provisions or regulations, or any contract that has been performed in violation of the Advisors Act, **void**.

38. The Advisers Act created a private right of action to void unlawful agreements and acts and to seek such equitable relief as accompanies such claims.

39. Texas law allows a fiduciary plaintiff to seek damages for breaches of fiduciary duty and to seek disgorgement of all ill-gotten gains obtained by a fiduciary.

40. Plaintiff has been damaged due to the breaches of fiduciary duty outlined herein, and it is entitled to recover damages, punitive damages, and attorneys' fees.

41. To the extent this claim must be brought as a derivative action, it is plain that the demand requirement under Delaware law could not be met because serving a demand on Highland or to sue Highland would have been futile.

Second Cause of Action
Breach of Contract

42. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

43. The contracts set forth above—the subscription agreement and the IMA—impose a duty of prudent investment management for the benefit of the investors in Multistrat and incorporate the duties and obligations of the Investment Advisers Act of 1940.

44. The violations set forth above constitute a breach of each or both of these agreements.

45. These breaches include, but are not limited to (1) selling the viatical pool at a distressed price when it was not in distress and there was no need for Multistrat to sell; (2) concealing the information about the transaction from the Plaintiff; (3) failing to advise the Plaintiff of the opportunity to purchase the viatical pool—especially when it knew the Plaintiff had an interest in the pool and had the means of purchasing it for more cash than \$35 million; (4) concealing the purpose behind the sale of the ,viatical pool and the conflicts of interest that inhere in the transaction; (5) causing the viatical pool to be sold in a manner that violated the rights of the Plaintiff as an investor in Multistrat (e.g., by failing to conduct an auction, obtaining competitive bids, and taking the pool to market); and (6) utilizing the sale proceeds for its own ends—namely, to enrich itself.

46. Plaintiff has been damaged by the breaches of contract outlined herein.

47. Plaintiff is entitled to recover damages and attorneys' fees.

JURY DEMAND AND PRAYER

48. Plaintiff demands trial by jury.

49. Plaintiff respectfully requests judgment and an order:

- Disgorging all ill-gotten gains in an amount to be determined at trial;

- Voiding the IMA agreements herein with HCMLP pursuant to the Advisers Act;
- Awarding damages in an amount to be determined at trial;
- Awarding punitive damages in an amount to be determined at trial;
- Awarding attorneys' fees and costs in an amount to be determined at trial;
- Awarding all interim and final relief to which Plaintiff is legally or equitably entitled under the facts and circumstances raised herein.

Dated: June 23, 2021

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti

Texas Bar No. 24058096

Jonathan Bridges

Texas Bar No. 24028835

JPMorgan Chase Tower

2200 Ross Avenue – Suite 4900W

Dallas, TX 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

jeb@sbaitilaw.com

Counsel for Plaintiff

JS 44 (Rev. 10/20) - TXND (10/20)

CIVIL COVER SHEET

Case 3:21-cv-01479-S Document 1-1 Filed 06/23/21 Page 1 of 2 PageID 10

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

The Dugaboy Investment Trust

(b) County of Residence of First Listed Plaintiff Dallas County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sbaiti & Company PLLC, 2200 Ross Avenue, Suite 4900W,
Dallas, TX 75201 (T: 214-432-2899)

DEFENDANTS

Highland Capital Management, LP

County of Residence of First Listed Defendant Dallas County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 80b-1

Brief description of cause:

Adviser's Act**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Stacey G. JerniganDOCKET NUMBER 19-34054-sgi11 NDTX BK

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Appx. 00101

Case 3:21-cv-01479-S Document 1-1 Filed 06/23/21 Page 2 of 2 PageID 11
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is related to this filing if the case: 1) involves some or all of the same parties and is based on the same or similar claim; 2) involves the same property, transaction, or event; 3) involves substantially similar issues of law and fact; and/or 4) involves the same estate in a bankruptcy appeal.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT 9



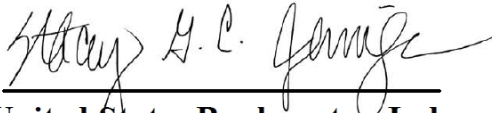
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 22, 2021


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,¹

Debtor.

)
) Chapter 11
)
) Case No. 19-34054-sgj11
)
)
)

**ORDER (I) CONFIRMING THE FIFTH AMENDED
PLAN OF REORGANIZATION OF HIGHLAND CAPITAL
MANAGEMENT, L.P. (AS MODIFIED) AND (II) GRANTING RELATED RELIEF**

The Bankruptcy Court² having:

- a. entered, on November 24, 2020, the *Order (A) Approving the Adequacy of the Disclosure Statement, (B) Scheduling A Hearing to Confirm the Fifth Amended Plan of Reorganization (C) Establishing Deadline for Filing Objections to Confirmation of Plan, (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures, and (E) Approving Form and Manner of Notice* [Docket No. 1476] (the “Disclosure Statement Order”), pursuant to which the Bankruptcy Court approved the adequacy of the *Disclosure Statement Relating to the Fifth*

¹ The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan (as defined below). The rules of interpretation set forth in Article I of the Plan apply to this Confirmation Order.



Amended Plan of Reorganization of Highland Capital Management, L.P. [Docket No. 1473] (the “Disclosure Statement”) under section 1125 of the Bankruptcy Code and authorized solicitation of the Disclosure Statement;

- b. set January 5, 2021, at 5:00 p.m. prevailing Central Time (the “Objection Deadline”), as the deadline for filing objections to confirmation of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (As Modified)* [Docket No. 1808] (as amended, supplemented or modified, the “Plan”);
- c. set January 5, 2021, at 5:00 p.m. prevailing Central Time, as the deadline for voting on the Plan (the “Voting Deadline”) in accordance with the Disclosure Statement Order;
- d. initially set January 13, 2021, at 9:30 a.m. prevailing Central Time, as the date and time to commence the hearing to consider confirmation of the Plan pursuant to Bankruptcy Rules 3017 and 3018, sections 1126, 1128, and 1129 of the Bankruptcy Code, and the Disclosure Statement Order, which hearing was continued to January 26, 2021, at 9:30 a.m. prevailing Central Time and further continued to February 2, 2021;
- e. reviewed: (i) the Plan; (ii) the Disclosure Statement; and (iii) *Notice of (I) Entry of Order Approving Disclosure Statement; (II) Hearing to Confirm; and (III) Related Important Dates* (the “Confirmation Hearing Notice”), the form of which is attached as Exhibit 1-B to the Disclosure Statement Order;
- f. reviewed: (i) the *Debtor’s Notice of Filing of Plan Supplement for the Third Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1389] filed November 13, 2020; (ii) *Debtor’s Notice of Filing of Plan Supplement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1606] filed on December 18, 2020; (iii) the *Debtor’s Notice of Filing of Plan Supplement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1656] filed on January 4, 2021; (iv) *Notice of Filing Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (with Technical Modifications)* dated January 22, 2021 [Docket No. 1811]; and (v) *Debtor’s Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland of Highland Capital Management, L.P. (As Modified)* on February 1, 2021 [Docket No. 1875]; (collectively, the documents listed in (i) through (v) of this paragraph, the “Plan Supplements”);
- g. reviewed: (i) the *Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith* filed on December 30, 2020 [Docket No. 1648]; (ii) the *Second Notice of (I) Executory Contracts and*

Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith filed on January 11, 2021 [Docket No.1719]; (iii) the *Third Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith* filed on January 15, 2021 [Docket No. 1749]; (iv) the *Notice of Withdrawal of Certain Executory Contracts and Unexpired Leases from List of Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan* [Docket No. 1791]; (v) the *Fourth Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan (II) Cure Amounts, if Any, and (III) Released Procedures in Connection Therewith* filed on January 27, 2021 [Docket No. 1847]; (vi) the *Notice of Hearing on Agreed Motion to (I) Assume Nonresidential Real Property Lease with Crescent TC Investors, L.P. Upon Confirmation of Plan and (II) Extend Assumption Deadline* filed on January 28, 2021 [Docket No. 1857]; and (vii) the *Fifth Notice of (I) Executory Contracts and Unexpired Leases to be Assumed by the Debtor Pursuant to the Fifth Amended Plan (II) Cure Amounts, if Any, and (III) Released Procedures in Connection Therewith* filed on February 1, 2021 [Docket No. 1873] (collectively, the documents referred to in (i) to (vii) are referred to as “List of Assumed Contracts”);

- h. reviewed: (i) the *Debtor’s Memorandum of Law in Support of Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1814] (the “Confirmation Brief”); (ii) the *Debtor’s Omnibus Reply to Objections to Confirmation of the Fifth Amended Chapter 11 Plan of Reorganization of Highland Capital Management*; [Docket No. 1807]; and (iii) the *Certification of Patrick M. Leathem With Respect to the Tabulation of Votes on the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1772] and *Supplemental Certification of Patrick M. Leathem With Respect to the Tabulation of Votes on the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1887] filed on February 3, 2021 (together, the “Voting Certifications”).
- i. reviewed: (i) the *Notice of Affidavit of Publication* dated December 3, 2020 [Docket No. 1505]; (ii) the *Certificate of Service* dated December 23, 2020 [Docket No. 1630]; (iii) the *Supplemental Certificate of Service* dated December 24, 2020 [Docket No. 1637]; (iv) the *Second Supplemental Certificate of Service* dated December 31, 2020 [Docket No. 1653]; (v) the *Certificate of Service* dated December 23, 2020 [Docket No. 1627]; (vi) the *Certificate of Service* dated January 6, 2021 [Docket No. 1696]; (vii) the *Certificate of Service* dated January 7, 2021 [Docket No. 1699]; (viii) the *Certificate of Service* dated January 7, 2021 [Docket No 1700]; (ix) the *Certificate of Service* dated January 15, 2021 [Docket No. 1761]; (x) the *Certificate of Service* dated January 19, 2021 [Docket No. 1775]; (xi) the

Certificate of Service dated January 20, 2021 [Docket No. 1787]; (xii) the *Certificate of Service* dated January 26, 2021 [Docket No. 1844]; (xiii) the *Certificate of Service* dated January 27, 2021 [Docket No. 1854]; (xiv) the *Certificate of Service* dated February 1, 2021 [Docket No. 1879]; (xv) the *Certificates of Service* dated February 3, 2021 [Docket No. 1891 and 1893]; and (xvi) the *Certificates of Service* dated February 5, 2021 [Docket Nos. 1906, 1907, 1908 and 1909] (collectively, the “Affidavits of Service and Publication”);

- j. reviewed all filed³ pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights;
- k. conducted a hearing to consider confirmation of the Plan, which commenced on February 2, 2021, at 9:30 a.m. prevailing Central Time and concluded on February 3, 2021, and issued its oral ruling on February 8, 2021 (collectively, the “Confirmation Hearing”);
- l. heard the statements and arguments made by counsel in respect of confirmation of the Plan and having considered the record of this Chapter 11 Case and taken judicial notice of all papers and pleadings filed in this Chapter 11 Case; and
- m. considered all oral representations, testimony, documents, filings, and other evidence regarding confirmation of the Plan, including (a) all of the exhibits admitted into evidence;⁴ (b) the sworn testimony of (i) James P. Seery, Jr., the Debtor’s Chief Executive Officer and Chief Restructuring Officer and a member of the Board of Directors of Strand Advisors, Inc. (“Strand”), the Debtor’s general partner; (ii) John S. Dubel, a member of the Board of Strand; (iii) Marc Tauber, a Vice President at Aon Financial Services; and (iv) Robert Jason Post, the Chief Compliance Officer of NexPoint Advisors, LP (collectively, the “Witnesses”); (c) the credibility of the Witnesses; and (d) the Voting Certifications.

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact and conclusions of law:

³ Unless otherwise indicated, use of the term “filed” herein refers also to the service of the applicable document filed on the docket in this Chapter 11 Case, as applicable.

⁴ The Court admitted the following exhibits into evidence: (a) all of the Debtor’s exhibits lodged at Docket No. 1822 (except TTTT, which was withdrawn by the Debtor); (b) all of the Debtor’s exhibits lodged at Docket No. 1866; (c) all of the Debtor’s exhibits lodged at Docket No. 1877; (d) all of the Debtor’s exhibits lodged at Docket No. 1895; and (e) Exhibits 6-12 and 15-17 offered by Mr. James Dondero and lodged at Docket No. 1874.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein, together with the findings of fact and conclusions of law set forth in the record during the Confirmation Hearing, constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, made applicable to this proceeding pursuant to Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. **Introduction and Summary of the Plan.** Prior to addressing the specific requirements under the Bankruptcy Code and Bankruptcy Rules with respect to the confirmation of the Plan, the Bankruptcy Court believes it would be useful to first provide the following background of the Debtor's Chapter 11 Case, the parties involved therewith, and some of the major events that have transpired culminating in the filing and solicitation of the Plan of this very unusual case. Before the Bankruptcy Court is the *Debtor's Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*, filed on November 24, 2020, as modified on January 22, 2021 and again on February 1, 2021. The parties have repeatedly referred to the Plan as an "asset monetization plan" because it involves the orderly wind-down of the Debtor's estate, including the sale of assets and certain of its funds over time, with the Reorganized Debtor continuing to manage certain other funds, subject to the oversight of the Claimant Trust Oversight Board. The Plan provides for a Claimant Trust to, among other things, manage and monetize the Claimant Trust Assets for the benefit of the Debtor's economic stakeholders. The Claimant Trustee is responsible

for this process, among other duties specified in the Plan's Claimant Trust Agreement. There is also anticipated to be a Litigation Sub-trust established for the purpose of pursuing certain avoidance or other causes of action for the benefit of the Debtor's economic constituents.

3. **Confirmation Requirements Satisfied.** The Plan is supported by the Committee and all claimants with Convenience Claims (*i.e.*, general unsecured claims under \$1 million) who voted in Class 7. Claimants with Class 8 General Unsecured Claims, however, voted to reject the Plan because, although the Plan was accepted by 99.8% of the amount of Claims in that class, only 17 claimants voted to accept the Plan while 27 claimants voted to reject the Plan. As a result of such votes, and because Mr. Dondero and the Dondero Related Entities (as defined below) objected to the Plan on a variety of grounds primarily relating to the Plan's release, exculpation and injunction provisions, the Bankruptcy Court heard two full days of evidence on February 2 and 3, 2021, and considered testimony from five witnesses and thousands of pages of documentary evidence in determining whether the Plan satisfies the confirmation standards required under the Bankruptcy Code. The Bankruptcy Court finds and concludes that the Plan meets all of the relevant requirements of sections 1123, 1124, and 1129, and other applicable provisions of the Bankruptcy Code, as more fully set forth below with respect to each of the applicable confirmation requirements.

4. **Not Your Garden Variety Debtor.** The Debtor's case is not a garden variety chapter 11 case. The Debtor is a multibillion-dollar global investment adviser registered with the SEC, pursuant to the Investment Advisers Act of 1940. It was founded in 1993 by James Dondero and Mark Okada. Mark Okada resigned from his role with Highland prior to the

bankruptcy case being filed on October 16, 2019 (the “Petition Date”). Mr. Dondero controlled the Debtor as of the Petition Date but agreed to relinquish control of it on or about January 9, 2020, pursuant to an agreement reached with the Committee, as described below. Although Mr. Dondero remained with the Debtor as an unpaid employee/portfolio manager after January 9, 2020, his employment with the Debtor terminated on October 9, 2020. Mr. Dondero continues to work for and/or control numerous non-debtor entities in the complex Highland enterprise.

5. **The Debtor.** The Debtor is headquartered in Dallas, Texas. As of the Petition Date, the Debtor employed approximately 76 employees. The Debtor is privately-owned: (a) 99.5% by the Hunter Mountain Investment Trust; (b) 0.1866% by The Dugaboy Investment Trust, a trust created to manage the assets of Mr. Dondero and his family; (c) 0.0627% by Mark Okada, personally and through family trusts; and (d) 0.25% by Strand, the Debtor’s general partner.

6. **The Highland Enterprise.** Pursuant to various contractual arrangements, the Debtor provides money management and advisory services for billions of dollars of assets, including collateralized loan obligation vehicles (“CLOs”), and other investments. Some of these assets are managed by the Debtor pursuant to shared services agreements with certain affiliated entities, including other affiliated registered investment advisors. In fact, there are approximately 2,000 entities in the byzantine complex of entities under the Highland umbrella. None of these affiliated entities filed for chapter 11 protection. Most, but not all, of these entities are not subsidiaries (direct or indirect) of the Debtor. Many of the Debtor’s affiliated companies are

offshore entities, organized in jurisdictions such as the Cayman Islands and Guernsey. *See* Disclosure Statement, at 17-18.

7. **Debtor's Operational History.** The Debtor's primary means of generating revenue has historically been from fees collected for the management and advisory services provided to funds that it manages, plus fees generated for services provided to its affiliates. For additional liquidity, the Debtor, prior to the Petition Date, would sell liquid securities in the ordinary course, primarily through a brokerage account at Jefferies, LLC. The Debtor would also, from time to time, sell assets at non-Debtor subsidiaries and cause those proceeds to be distributed to the Debtor in the ordinary course of business. The Debtor's current Chief Executive Officer, James P. Seery, Jr., credibly testified at the Confirmation Hearing that the Debtor was "run at a deficit for a long time and then would sell assets or defer employee compensation to cover its deficits." The Bankruptcy Court cannot help but wonder if that was necessitated because of enormous litigation fees and expenses incurred by the Debtor due to its culture of litigation—as further addressed below.

8. **Not Your Garden Variety Creditor's Committee.** The Debtor and this chapter 11 case are not garden variety for so many reasons. One of the most obvious standouts in this case is the creditor constituency. The Debtor did not file for bankruptcy because of any of the typical reasons that large companies file chapter 11. For example, the Debtor did not have a large, asset-based secured lender with whom it was in default; it only had relatively insignificant secured indebtedness owing to Jeffries, with whom it had a brokerage account, and one other entity, Frontier State Bank. The Debtor also did not have problems with its trade vendors or landlords.

The Debtor also did not suffer any type of catastrophic business calamity. In fact, the Debtor filed for Chapter 11 protection six months before the onset of the COVID-19 pandemic. Rather, the Debtor filed for Chapter 11 protection due to a myriad of massive, unrelated, business litigation claims that it faced—many of which had finally become liquidated (or were about to become liquidated) after a decade or more of contentious litigation in multiple forums all over the world. The Committee in this case has referred to the Debtor—under its former chief executive, Mr. Dondero—as a “serial litigator.” The Bankruptcy Court agrees with that description. By way of example, the members of the Committee (and their history of litigation with the Debtor and others in the Highland complex) are as follows:

- a. **The Redeemer Committee of the Highland Crusader Fund (the “Redeemer Committee”).** This Committee member obtained an arbitration award against the Debtor in the amount of \$190,824,557, inclusive of interest, approximately five months before the Petition Date, from a panel of the American Arbitration Association. It was on the verge of having that award confirmed by the Delaware Chancery Court immediately prior to the Petition Date, after years of disputes that started in late 2008 (and included legal proceedings in Bermuda). This creditor’s claim was settled during this Chapter 11 Case in the amount of approximately \$137,696,610 (subject to other adjustments and details not relevant for this purpose).
- b. **Acis Capital Management, L.P., and Acis Capital Management GP, LLC (“Acis”).** Acis was formerly in the Highland complex of companies, but was not affiliated with Highland as of the Petition Date. This Committee member and its now-owner, Joshua Terry, were involved in litigation with the Debtor dating back to 2016. Acis was forced by Mr. Terry (who was a former Highland portfolio manager) into an involuntary chapter 11 bankruptcy in the Bankruptcy Court for the Northern District of Texas, Dallas Division before the Bankruptcy Court in 2018, after Mr. Terry obtained an approximately \$8 million arbitration award and judgment against Acis. Mr. Terry ultimately was awarded the equity ownership of Acis by the Bankruptcy Court in the Acis bankruptcy case. Acis subsequently asserted a multi-million dollar claim against Highland in the Bankruptcy Court for Highland’s alleged denuding of Acis to defraud its creditors—primarily Mr. Terry. The litigation involving Acis and Mr. Terry dates back to mid-2016 and has

continued on with numerous appeals of Bankruptcy Court orders, including one appeal still pending at the Fifth Circuit Court of Appeals. There was also litigation involving Mr. Terry and Acis in the Royal Court of the Island of Guernsey and in a state court in New York. The Acis claim was settled during this Chapter 11 Case, in Bankruptcy Court-ordered mediation, for approximately \$23 million (subject to other details not relevant for this purpose), and is the subject of an appeal being pursued by Mr. Dondero.

- c. **UBS Securities LLC and UBS AG London Branch (“UBS”).** UBS is a Committee member that filed a proof of claim in the amount of \$1,039,957,799.40 in this Chapter 11 Case. The UBS Claim was based on a judgment that UBS received from a New York state court in 2020. The underlying decision was issued in November 2019, after a multi-week bench trial (which had occurred many months earlier) on a breach of contract claim against non-Debtor entities in the Highland complex. The UBS litigation related to activities that occurred in 2008 and 2009. The litigation involving UBS and Highland and affiliates was pending for more than a decade (there having been numerous interlocutory appeals during its history). The Debtor and UBS recently announced an agreement in principle for a settlement of the UBS claim (which came a few months after Bankruptcy Court-ordered mediation) which will be subject to a 9019 motion to be filed with the Bankruptcy Court on a future date.
- d. **Meta-E Discovery (“Meta-E”).** Meta-E is a Committee member that is a vendor who happened to supply litigation and discovery-related services to the Debtor over the years. It had unpaid invoices on the Petition Date of more than \$779,000.

It is fair to say that the members of the Committee in this case all have wills of steel. They fought hard before and during this Chapter 11 Case. The members of the Committee, all of whom have volunteered to serve on the Claimant Trust Oversight Board post-confirmation, are highly sophisticated and have had highly sophisticated professionals representing them. They have represented their constituency in this case as fiduciaries extremely well.

9. **Other Key Creditor Constituents.** In addition to the Committee members who were all embroiled in years of litigation with Debtor and its affiliates in various ways, the Debtor has been in litigation with Patrick Daugherty, a former limited partner and employee of the Debtor, for many years in both Delaware and Texas state courts. Mr. Daugherty filed an amended

proof of claim in this Chapter 11 Case for \$40,710,819.42 relating to alleged breaches of employment-related agreements and for defamation arising from a 2017 press release posted by the Debtor. The Debtor and Mr. Daugherty recently announced a settlement of Mr. Daugherty's claim pursuant to which he will receive \$750,000 in cash on the Effective Date of the Plan, an \$8.25 million general unsecured claim, and a \$2.75 million subordinated claim (subject to other details not relevant for this purpose). Additionally, entities collectively known as "HarbourVest" invested more than \$70 million with an entity in the Highland complex and asserted a \$300 million proof of claim against the Debtor in this case, alleging, among other things, fraud and RICO violations. HarbourVest's claim was settled during the bankruptcy case for a \$45 million general unsecured claim and a \$35 million subordinated claim, and that settlement is also being appealed by a Dondero Entity.

10. **Other Claims Asserted.** Other than the Claims just described, most of the other Claims in this Chapter 11 Case are Claims asserted against the Debtor by: (a) entities in the Highland complex—most of which entities the Bankruptcy Court finds to be controlled by Mr. Dondero; (b) employees who contend that are entitled to large bonuses or other types of deferred compensation; and (c) numerous law firms that worked for the Debtor prior to the Petition Date and had outstanding amounts due for their prepetition services.

11. **Not Your Garden Variety Post-Petition Corporate Governance Structure.** Yet another reason this is not your garden variety chapter 11 case is its post-petition corporate governance structure. Immediately from its appointment, the Committee's relationship with the Debtor was contentious at best. First, the Committee moved for a change of venue from

Delaware to Dallas. Second, the Committee (and later, the United States Trustee) expressed its then-desire for the appointment of a chapter 11 trustee due to its concerns over and distrust of Mr. Dondero, his numerous conflicts of interest, and his history of alleged mismanagement (and perhaps worse).

12. **Post-Petition Corporate Governance Settlement with Committee.** After spending many weeks under the threat of the potential appointment of a trustee, the Debtor and Committee engaged in substantial and lengthy negotiations resulting in a corporate governance settlement approved by the Bankruptcy Court on January 9, 2020.⁵ As a result of this settlement, among other things, Mr. Dondero relinquished control of the Debtor and resigned his positions as an officer or director of the Debtor and its general partner, Strand. As noted above, Mr. Dondero agreed to this settlement pursuant a stipulation he executed,⁶ and he also agreed not to cause any Related Entity (as defined in the Settlement Motion) to terminate any agreements with the Debtor. The January 9 Order also (a) required that the Bankruptcy Court serve as “gatekeeper” prior to the commencement of any litigation against the three independent board members appointed to oversee and lead the Debtor’s restructuring in lieu of Mr. Dondero and (b) provided for the exculpation of those board members by limiting claims subject to the “gatekeeper” provision to those alleging willful misconduct and gross negligence.

⁵ This order is hereinafter referred to as the “January 9 Order” and was entered by the Court on January 9, 2020 [Docket No. 339] pursuant to the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding the Governance of the Debtor and Procedures for Operation in the Ordinary Course* [Docket No. 281] (the “Settlement Motion”).

⁶ See *Stipulation in Support of Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course* [Docket No. 338] (the “Stipulation”).

13. **Appointment of Independent Directors.** As part of the Bankruptcy Court-approved settlement, three eminently qualified independent directors were chosen to lead Highland through its Chapter 11 Case. They are: James P. Seery, Jr., John S. Dubel (each chosen by the Committee), and Retired Bankruptcy Judge Russell Nelms. These three individuals are each technically independent directors of Strand (Mr. Dondero had previously been the sole director of Strand and, thus, the sole person in ultimate control of the Debtor). The three independent board members' resumes are in evidence. The Bankruptcy Court later approved Mr. Seery's appointment as the Debtor's Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative. Suffice it to say that this settlement and the appointment of the independent directors changed the entire trajectory of the case and saved the Debtor from the appointment of a trustee. The Bankruptcy Court and the Committee each trusted the independent directors. They were the right solution at the right time. Because of the unique character of the Debtor's business, the Bankruptcy Court believed the appointment of three qualified independent directors was a far better outcome for creditors than the appointment of a conventional chapter 11 trustee. Each of the independent directors brought unique qualities to the table. Mr. Seery, in particular, knew and had vast experience at prominent firms with high-yield and distressed investing similar to the Debtor's business. Mr. Dubel had 40 years of experience restructuring large complex businesses and serving on boards in this context. And Retired Judge Nelms had not only vast bankruptcy experience but seemed particularly well-suited to help the Debtor maneuver through conflicts and ethical quandaries. By way of comparison, in the chapter 11 case of Acis, the former affiliate of Highland that the Bankruptcy Court presided over and which company was

much smaller in size and scope than Highland (managing only 5-6 CLOs), the creditors elected a chapter 11 trustee who was not on the normal trustee rotation panel in this district but, rather, was a nationally known bankruptcy attorney with more than 45 years of large chapter 11 experience. While the Acis chapter 11 trustee performed valiantly, he was sued by entities in the Highland complex shortly after he was appointed (which the Bankruptcy Court had to address). The Acis trustee was also unable to persuade the Debtor and its affiliates to agree to any actions taken in the case, and he finally obtained confirmation of Acis' chapter 11 plan over the objections of the Debtor and its affiliates on his fourth attempt (which confirmation was promptly appealed).

14. **Conditions Required by Independent Directors.** Given the experiences in Acis and the Debtor's culture of constant litigation, it was not as easy to get such highly qualified persons to serve as independent board members and, later, as the Debtor's Chief Executive Officer, as it would be in an ordinary chapter 11 case. The independent board members were stepping into a morass of problems. Naturally, they were worried about getting sued no matter how defensible their efforts—given the litigation culture that enveloped Highland historically. Based on the record of this Case and the proceedings in the Acis chapter 11 case, it seemed as though everything always ended in litigation at Highland. The Bankruptcy Court heard credible testimony that none of the independent directors would have taken on the role of independent director without (1) an adequate directors and officers' ("D&O") insurance policy protecting them; (2) indemnification from Strand that would be guaranteed by the Debtor; (3) exculpation for mere negligence claims; and (4) a gatekeeper provision prohibiting the commencement of litigation against the independent directors without the Bankruptcy Court's prior authority. This gatekeeper provision was also

included in the Bankruptcy Court's order authorizing the appointment of Mr. Seery as the Debtor's Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative entered on July 16, 2020.⁷ The gatekeeper provisions in both the January 9 Order and July 16 Order are precisely analogous to what bankruptcy trustees have pursuant to the so-called "Barton Doctrine" (first articulated in an old Supreme Court case captioned *Barton v. Barbour*, 104 U.S. 126 (1881)). The Bankruptcy Court approved all of these protections in the January 9 Order and the July 16 Order, and no one appealed either of those orders. As noted above, Mr. Dondero signed the Stipulation that led to the settlement that was approved by the January 9 Order. The Bankruptcy Court finds that, like the Committee, the independent board members have been resilient and unwavering in their efforts to get the enormous problems in this case solved. They seem to have at all times negotiated hard and in good faith, which culminated in the proposal of the Plan currently before the Bankruptcy Court. As noted previously, they completely changed the trajectory of this case.

15. **Not Your Garden Variety Mediators.** And still another reason why this was not your garden variety case was the mediation effort. In the summer of 2020, roughly nine months into the chapter 11 case, the Bankruptcy Court ordered mediation among the Debtor, Acis, UBS, the Redeemer Committee, and Mr. Dondero. The Bankruptcy Court selected co-mediators because mediation among these parties seemed like such a Herculean task—especially during COVID-19 where people could not all be in the same room. Those co-mediators were: Retired

⁷ See *Order Approving the Debtor's Motion Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020* [Docket No. 854] entered on July 16, 2020 (the "July 16 Order")

Bankruptcy Judge Alan Gropper from the Southern District of New York, who had a distinguished career presiding over complex chapter 11 cases, and Ms. Sylvia Mayer, who likewise has had a distinguished career, first as a partner at a preeminent law firm working on complex chapter 11 cases, and subsequently as a mediator and arbitrator in Houston, Texas. As noted earlier, the Redeemer Committee and Acis claims were settled during the mediation—which seemed nothing short of a miracle to the Bankruptcy Court—and the UBS claim was settled several months later and the Bankruptcy Court believes the ground work for that ultimate settlement was laid, or at least helped, through the mediation. And, as earlier noted, other significant claims have been settled during this case, including those of HarbourVest (who asserted a \$300 million claim) and Patrick Daugherty (who asserted a \$40 million claim). The Bankruptcy Court cannot stress strongly enough that the resolution of these enormous claims—and the acceptance by all of these creditors of the Plan that is now before the Bankruptcy Court—seems nothing short of a miracle. It was more than a year in the making.

16. Not Your Garden Variety Plan Objectors (That Is, Those That Remain). Finally, a word about the current, remaining objectors to the Plan before the Bankruptcy Court. Once again, the Bankruptcy Court will use the phrase “not your garden variety”, which phrase applies to this case for many reasons. Originally, there were over a dozen objections filed to the Plan. The Debtor then made certain amendments or modifications to the Plan to address some of these objections, none of which require further solicitation of the Plan for reasons set forth in more detail below. The only objectors to the Plan left at the time of the Confirmation Hearing

were Mr. Dondero [Docket No. 1661] and entities that the Bankruptcy Court finds are owned and/or controlled by him and that filed the following objections:

- a. *Objection to Confirmation of the Debtor's Fifth Amended Plan of Reorganization* (filed by Get Good Trust and The Dugaboy Investment Trust) [Docket No. 1667];
- b. *Objection to Confirmation of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (filed by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund) [Docket No. 1670];
- c. *A Joinder to the Objection filed at 1670 by: NexPoint Real Estate Finance Inc., NexPoint Real Estate Capital, LLC, NexPoint Residential Trust, Inc., NexPoint Hospitality Trust, NexPoint Real Estate Partners, LLC, NexPoint Multifamily Capital Trust, Inc., VineBrook Homes Trust, Inc., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., and any funds advised by the foregoing* [Docket No. 1677];
- d. *NexPoint Real Estate Partners LLC's Objection to Debtor's Fifth Amended Plan of Reorganization* (filed by NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) [Docket No. 1673]; and
- e. *NexBank's Objection to Debtor's Fifth Amended Plan of Reorganization* (filed by NexBank Title, Inc., NexBank Securities, Inc., NexBank Capital, Inc., and NexBank) [Docket No. 1676]. The entities referred to in (i) through (v) of this paragraph are hereinafter referred to as the "Dondero Related Entities").

17. **Questionability of Good Faith as to Outstanding Confirmation**

Objections. Mr. Dondero and the Dondero Related Entities technically have standing to object to the Plan, but the remoteness of their economic interests is noteworthy, and the Bankruptcy Court

questions the good faith of Mr. Dondero's and the Dondero Related Entities' objections. In fact, the Bankruptcy Court has good reason to believe that these parties are not objecting to protect economic interests they have in the Debtor but to be disruptors. Mr. Dondero wants his company back. This is understandable, but it is not a good faith basis to lob objections to the Plan. As detailed below, the Bankruptcy Court has slowed down plan confirmation multiple times and urged the parties to talk to Mr. Dondero in an attempt to arrive at what the parties have repeatedly referred to as a "grand bargain," the ultimate goal to resolve the Debtor's restructuring. The Debtor and the Committee represent that they have communicated with Mr. Dondero regarding a grand bargain settlement, and the Bankruptcy Court believes that they have.

18. **Remote Interest of Outstanding Confirmation Objectors.** To be specific about the remoteness of Mr. Dondero's and the Dondero Related Entities' interests, the Bankruptcy Court will address them each separately. First, Mr. Dondero has a pending objection to the Plan. Mr. Dondero's only economic interest with regard to the Debtor is an unliquidated indemnification claim (and, based on everything the Bankruptcy Court has heard, his indemnification claims would be highly questionable at this juncture). Mr. Dondero owns no equity in the Debtor directly. Mr. Dondero owns the Debtor's general partner, Strand, which in turn owns a quarter percent of the total equity in the Debtor. Second, a joint objection has been filed by The Dugaboy Trust ("Dugaboy") and the Get Good Trust ("Get Good"). The Dugaboy Trust was created to manage the assets of Mr. Dondero and his family and owns a 0.1866% limited partnership interest in the Debtor. *See* Disclosure Statement at 7, n.3. The Bankruptcy Court is not clear what economic interest the Get Good Trust has, but it likewise seems to be related to Mr. Dondero. Get Good

filed three proofs of claim relating to a pending federal tax audit of the Debtor's 2008 return, which the Debtor believes arise from Get Good's equity security interests and are subject to subordination as set forth in its Confirmation Brief. Dugaboy filed three claims against the Debtor: (a) an administrative claim relating to the Debtor's alleged postpetition management of Multi-Strat Credit Fund, L.P., (b) a prepetition claim against a subsidiary of the Debtor for which it seeks to pierce the corporate veil, each of which the Debtor maintains are frivolous in the Confirmation Brief, and (c) a claim arising from its equity security interest in the Debtor, which the Debtor asserts should be subordinated. Another group of objectors that has joined together in one objection is what the Bankruptcy Court will refer to as the "Highland Advisors and Funds." *See* Docket No. 1863. The Bankruptcy Court understands they assert disputed administrative expense claims against the estate that were filed shortly before the Confirmation Hearing on January 23, 2021 [Docket No. 1826], and during the Confirmation Hearing on February 3, 2021 [Docket No. 1888]. At the Confirmation Hearing, Mr. Post testified on behalf of the Highland Advisors and Funds that the Funds have independent board members that run the Funds, but the Bankruptcy Court was not convinced of their independence from Mr. Dondero because none of the so-called independent board members have ever testified before the Bankruptcy Court and all have been engaged with the Highland complex for many years. Notably, the Court questions Mr. Post's credibility because, after more than 12 years of service, he abruptly resigned from the Debtor in October 2020 at the exact same time that Mr. Dondero resigned at the Board of Directors' request, and he is currently employed by Mr. Dondero. Moreover, Dustin Norris, a witness in a prior proceeding (whose testimony was made part of the record at the Confirmation Hearing), recently

testified on behalf of the Highland Advisors and Funds in another proceeding that Mr. Dondero owned and/or controlled these entities. Finally, various NexBank entities objected to the Plan. The Bankruptcy Court does not believe they have liquidated claims against the Debtor. Mr. Dondero appears to be in control of these entities as well.

19. **Background Regarding Dondero Objecting Parties.** To be clear, the Bankruptcy Court has allowed all these objectors to fully present arguments and evidence in opposition to confirmation, even though their economic interests in the Debtor appear to be extremely remote and the Bankruptcy Court questions their good faith. Specifically, the Bankruptcy Court considers them all to be marching pursuant to the orders of Mr. Dondero. In the recent past, Mr. Dondero has been subject to a temporary restraining order and preliminary injunction by the Bankruptcy Court for interfering with Mr. Seery's management of the Debtor in specific ways that were supported by evidence. Around the time that this all came to light and the Bankruptcy Court began setting hearings on the alleged interference, Mr. Dondero's company phone, which he had been asked to turn in to Highland, mysteriously went missing. The Bankruptcy Court merely mentions this in this context as one of many reasons that the Bankruptcy Court has to question the good faith of Mr. Dondero and his affiliates in raising objections to confirmation of the Plan.

20. **Other Confirmation Objections.** Other than the objections filed by Mr. Dondero and the Dondero Related Entities, the only other pending objection to the Plan is the *United States Trustee's Limited Objection to Confirmation of Debtor's Fifth Amended Plan of Reorganization* [Docket No. 1671], which objected to the Plan's exculpation, injunction, and

Debtor release provisions. In juxtaposition, to these pending objections, the Bankruptcy Court

notes that the Debtor resolved the following objections to the Plan:

- a. *CLO Holdco, Ltd.'s Joinder to Objection to Confirmation of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. and Supplemental Objections to Plan Confirmation* [Docket No. 1675]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph VV of the Confirmation Order;
- b. *Objection of Dallas County, City of Allen, Allen ISD, City of Richardson, and Kaufman County to Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1662]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph QQ of the Confirmation Order;
- c. *Senior Employees' Limited Objection to Debtor's Fifth Amended Plan of Reorganization (filed by Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon)* [Docket No. 1669]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraph 82 and paragraphs RR and SS of the Confirmation Order;
- d. *Limited Objection of Jack Yang and Brad Borud to Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1666] and the amended joinder filed by Davis Deadman, Paul Kauffman and Todd Travers [Docket No. 1679]. This Objection and the amended joinder were resolved by agreement of the parties pursuant to modifications to the Plan filed by the Debtor;
- e. *United States' (IRS) Limited Objection to Debtor's Fifth Amended Plan of Reorganization* [Docket No. 1668]. This Objection has been resolved pursuant to mutually agreed language by the parties set forth in paragraphs TT and UU of the Confirmation Order; and
- f. *Patrick Hagaman Daugherty's Objection to Confirmation of Fifth Amended Plan of Reorganization* [Docket No. 1678]. This objection was resolved by the parties pursuant to the settlement of Mr. Daugherty's claim announced on the record of the Confirmation Hearing.

21. **Capitalized Terms.** Capitalized terms used herein, but not defined herein,

shall have the respective meanings attributed to such terms in the Plan and the Disclosure

Statement, as applicable.

22. **Jurisdiction and Venue.** The Bankruptcy Court has jurisdiction over the Debtor's Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Chapter 11 Case is proper in this district and in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

23. **Chapter 11 Petition.** On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, which case was transferred to the Bankruptcy Court on December 19, 2019. The Debtor continues to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case. The Office of the United States Trustee appointed the Committee on October 29, 2019.

24. **Judicial Notice.** The Bankruptcy Court takes judicial notice of the docket in this Chapter 11 Case maintained by the clerk of the Bankruptcy Court and the court-appointed claims agent, Kurtzman Carson Consultants LLC ("KCC"), including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Bankruptcy Court during this Chapter 11 Case, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement and the Confirmation Hearing, as well as all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at hearings held before the Bankruptcy Court or the District Court for the Northern District of Texas in

connection with an adversary proceeding or appellate proceeding, respectively, related to this Chapter 11 Case.

25. **Plan Supplement Documents.** Prior to the Confirmation Hearing, the Debtor filed each of the Plan Supplements. The Plan Supplements contain, among other documents, the Retained Causes of Action, the Claimant Trust Agreement, the Litigation Sub-Trust Agreement, the Senior Employee Stipulation, the Related Entity List, the Schedule of Employees, the Reorganized Limited Partnership Agreement, supplements to the Liquidation Analysis/Financial Projections, the Schedule of Contracts and Leases to be Assumed, and the other Plan Documents set forth therein (collectively, the “Plan Supplement Documents”).

26. **Retained Causes of Action Adequately Preserved.** The Bankruptcy Court finds that the list of Retained Causes of Action included in the Plan Supplements sufficiently describes all potential Retained Causes of Action, provides all persons with adequate notice of any Causes of Action regardless of whether any specific claim to be brought in the future is listed therein or whether any specific potential defendant or other party is listed therein, and satisfies applicable law in all respects to preserve all of the Retained Causes of Action. The definition of the Causes of Action and Schedule of Retained Causes of Action, and their inclusion in the Plan, specifically and unequivocally preserve the Causes of Action for the benefit of the Reorganized Debtor, the Claimant Trust, or the Litigation Sub-Trust, as applicable.

27. **Plan Modifications Are Non-Material.** In addition to the Plan Supplements, the Debtor made certain non-material modifications to the Plan, which are reflected in (i) the *Redline of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*

(as Modified) filed on January 22, 2021 [Docket No. 1809], and (ii) Exhibit B to the *Debtor's Notice of Filing of Plan Supplement to Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* filed on February 1, 2021 [Docket No. 1875] (collectively, the "Plan Modifications"). Section 1127(a) of the Bankruptcy Code provides that a plan proponent may modify its plan at any time before confirmation so long as such modified plan meets the requirements of sections 1122 and 1123 of the Bankruptcy Code. None of the modifications set forth in the Plan Supplements or the Plan Modifications require any further solicitation pursuant to sections 1125, 1126, or 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, because, among other things, they do not materially adversely change the treatment of the claims of any creditors or interest holders who have not accepted, in writing, such supplements and modifications. Among other things, there were changes to the projections that the Debtor filed shortly before the Confirmation Hearing (which included projected distributions to creditors and a comparison of projected distributions under the Plan to potential distributions under a hypothetical chapter 7 liquidation). The Plan Supplements and Plan Modifications did not mislead or prejudice any creditors or interest holders nor do they require that Holders of Claims or Equity Interests be afforded an opportunity to change previously cast votes to accept or reject the Plan. Specifically, the Amended Liquidation Analysis/Financial Projections filed on February 1, 2021 [Docket No. 1875] do not constitute any material adverse change to the treatment of any creditors or interest holders but, rather, simply update the estimated distributions based on Claims that were settled in the interim and provide updated financial data. The filing and notice of the Plan Supplements and Plan Modifications were appropriate and complied with the requirements of

section 1127(a) of the Bankruptcy Code and the Bankruptcy Rules, and no other solicitation or disclosure or further notice is or shall be required. The Plan Supplements and Plan Modifications each became part of the Plan pursuant section 1127(a) of the Bankruptcy Code. The Debtor or Reorganized Debtor, as applicable, is authorized to modify the Plan or Plan Supplement Documents following entry of this Confirmation Order in a manner consistent with section 1127(b) of the Bankruptcy Code, the Plan, and, if applicable, the terms of the applicable Plan Supplement Document.

28. **Notice of Transmittal, Mailing and Publication of Materials.** As is evidenced by the Voting Certifications and the Affidavits of Service and Publication, the transmittal and service of the Plan, the Disclosure Statement, Ballots, and Confirmation Hearing Notice were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to the confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Disclosure Statement Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required. The publication of the Confirmation Hearing Notice, as set forth in the *Notice of Affidavit of Publication* dated December 3, 2020 [Docket No. 1505], complied with the Disclosure Statement Order.

29. **Voting.** The Bankruptcy Court has reviewed and considered the Voting Certifications. The procedures by which the Ballots for acceptance or rejection of the Plan were

distributed and tabulated, including the tabulation as subsequently amended to reflect the settlement of certain Claims to be Allowed in Class 7, were fairly and properly conducted and complied with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

30. **Bankruptcy Rule 3016(a).** In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtor as the proponent of the Plan.

31. **Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** As set forth below, the Plan complies with all of the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

32. **Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)).** Section 1122 of the Bankruptcy Code provides that a plan may place a claim or interest in a particular class only if such claim or interest is substantially similar to the other claims or interest of such class. The Claims and Equity Interests placed in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Equity Interests.

33. **Classification of Secured Claims.** Class 1 (Jefferies Secured Claim) and Class 2 (Frontier Secured Claim) each constitute separate secured claims held by Jefferies LLC and Frontier State Bank, respectively, and it is proper and consistent with section 1122 of the Bankruptcy Code to separately classify the claims of these secured creditors. Class 3 (Other

Secured Claims) consists of other secured claims (to the extent any exist) against the Debtor, are not substantially similar to the Secured Claims in Class 1 or Class 2, and are also properly separately classified.

34. **Classification of Priority Claims.** Class 4 (Priority Non-Tax Claims) consists of Claims entitled to priority under section 507(a), other than Priority Tax Claims, and are properly separately classified from non-priority unsecured claims. Class 5 (Retained Employee Claims) consists of the potential claims of employees who may be retained by the Debtor on the Effective Date, which claims will be Reinstated under the Plan, are not substantially similar to other Claims against the Debtor, and are properly classified.

35. **Classification of Unsecured Claims.** Class 6 (PTO Claims) consists solely of the claims of the Debtor's employees for unpaid paid time off in excess of the \$13,650 statutory cap amount under sections 507(a)(4) and (a)(5) of the Bankruptcy Code and are dissimilar from other unsecured claims in Class 7 and Class 8. Class 7 (Convenience Claims) allows holders of eligible and liquidated Claims (below a certain threshold dollar amount) to receive a cash payout of the lesser of 85% of the Allowed amount of the creditor's Claim or such holder's *pro rata* share of the Convenience Claims Cash Pool. Class 7 (Convenience Claims) are provided for administrative convenience purposes in order to allow creditors, most of whom are either trade creditors or holders of professional claims, to receive treatment provided under Class 7 in lieu of the treatment of Class 8 (General Unsecured Claims). The Plan also provides for reciprocal "opt out" mechanisms to allow holders of Class 7 Claims to elect to receive the treatment for Class 8 Claims. Class 8 creditors primarily constitute the litigation claims of the Debtor. Class 8 Creditors

will receive Claimant Trust Interests which will be satisfied pursuant to the terms of the Plan. Class 8 also contains an “opt out” mechanism to allow holders of liquidated Class 8 Claims at or below a \$1 million threshold to elect to receive the treatment of Class 7 Convenience Claims. The Claims in Class 7 (primarily trade and professional Claims against the Debtor) are not substantially similar to the Claims in Class 8 (primarily the litigation Claims against the Debtor), and are appropriately separately classified. Valid business reasons also exist to classify creditors in Class 7 separately from creditors in Class 8. Class 7 creditors largely consist of liquidated trade or service providers to the Debtor. In addition, the Claims of Class 7 creditors are small relative to the large litigation claims in Class 8. Furthermore, the Class 8 Claims were overwhelmingly unliquidated when the Plan was filed. The nature of the Class 7 Claims as being largely liquidated created an expectation of expedited payment relative to the largely unliquidated Claims in Class 8, which consists in large part of parties who have been engaged in years, and in some cases over a decade of litigation with the Debtor. Separate classification of Class 7 and Class 8 creditors was the subject of substantial arm’s-length negotiations between the Debtor and the Committee to appropriately reflect these relative differences.

36. **Classification of Equity Interests.** The Plan properly separately classifies the Equity Interests in Class 10 (Class B/C Limited Partnership Interests) from the Equity Interests in Class 11 (Class A Limited Partnership Interests) because they represent different types of equity security interests in the Debtor and different payment priorities.

37. **Elimination of Vacant Classes.** Section III.C of the Plan provides for the elimination of Classes that do not have at least one holder of a Claim or Equity Interest that is

Allowed in an amount greater than zero for purposes of voting to accept or reject the Plan, and are disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class. The purpose of this provision is to provide that a Class that does not have voting members shall not be included in the tabulation of whether that Class has accepted or rejected the Plan. Pursuant to the Voting Certifications, the only voting Class of Claims or Equity Interests that did not have any members is Class 5 (Retained Employees). As noted above, Class 5 does not have any voting members because any potential Claims in Class 5 would not arise, except on account of any current employees of the Debtor who may be employed as of the Effective Date, which is currently unknown. Thus, the elimination of vacant Classes provided in Article III.C of the Plan does not violate section 1122 of the Bankruptcy Code. Class 5 is properly disregarded for purposes of determining whether or not the Plan has been accepted under Bankruptcy Code section 1129(a)(8) because there are no members in that Class. However, the Plan properly provides for the treatment of any Claims that may potentially become members of Class 5 as of the Effective Date in accordance with the terms of the Plan. The Plan therefore satisfies section 1122 of the Bankruptcy Code.

38. **Classification of Claims and Designation of Non-Classified Claims (11 U.S.C. §§ 1122, 1123(a)(1)).** Section 1123(a)(1) of the Bankruptcy Code requires that the Plan specify the classification of claims and equity security interests pursuant to section 1122 of the Bankruptcy Code, other than claims specified in sections 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code. In addition to Administrative Claims, Professional Fee Claims, and Priority Tax Claims, each of which need not be classified pursuant to section 1123(a)(1) of the Bankruptcy

Code, the Plan designates eleven (11) Classes of Claims and Equity Interests. The Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

39. **Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article III of the Plan specifies that each of Class 1 (Jefferies Secured Claim), Class 3 (Other Secured Claims), Class 4 (Priority Non-Tax Claims), Class 5 (Retained Employee Claims), and Class 6 (PTO Claims) are Unimpaired under the Plan. Thus, the requirement of section 1123(a)(2) of the Bankruptcy Code is satisfied.

40. **Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article III of the Plan designates each of Class 2 (Frontier Secured Claim), Class 7 (Convenience Claims), Class 8 (General Unsecured Claims), Class 9 (Subordinated Claims), Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests) as Impaired and specifies the treatment of Claims and Equity Interests in such Classes. Thus, the requirement of section 1123(a)(3) of the Bankruptcy Code is satisfied.

41. **No Discrimination (11 U.S.C. § 1123(a)(4)).** The Plan provides for the same treatment by the Plan proponent for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest. The Plan satisfies this requirement because Holders of Allowed Claims or Equity Interests in each Class will receive the same rights and treatment as other Holders of Allowed Claims or Equity Interests within such holder's respective class, subject only to the voluntary "opt out" options afforded to members of Class 7 and Class 8 in accordance with the terms of the Plan. Thus, the requirement of section 1123(a)(4) of the Bankruptcy Code is satisfied.

42. **Implementation of the Plan (11 U.S.C. § 1123(a)(5)).** Article IV of the Plan sets forth the means for implementation of the Plan which includes, but is not limited to, the establishment of: (i) the Claimant Trust; (ii) the Litigation Sub-Trust; (iii) the Reorganized Debtor; and (iv) New GP LLC, in the manner set forth in the Plan Documents, the forms of which are included in the Plan Supplements.

- a. **The Claimant Trust.** The Claimant Trust Agreement provides for the management of the Claimant Trust, as well as the Reorganized Debtor with the Claimant Trust serving as the managing member of New GP LLC (a wholly-owned subsidiary of the Claimant Trust that will manage the Reorganized Debtor as its general partner). The Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor (through the Claimant Trust's role as managing member of New GP LLC) and the Litigation Sub-Trust will all be managed and overseen by the Claimant Trust Oversight Committee. Additionally, the Plan provides for the transfer to the Claimant Trust of all of the Debtor's rights, title, and interest in and to all of the Claimant Trust Assets in accordance with section 1141 of the Bankruptcy Code and for the Claimant Trust Assets to automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement. The Claimant Trust will administer the Claimant Trust Assets as provided under the Plan and the Claimant Trust Agreement contained in the Plan Supplements.
- b. **The Litigation Sub-Trust.** The Plan and the Litigation Sub-Trust Agreement provide for the transfer to the Litigation Sub-Trust all of the Claimant Trust's rights, title, and interest in and to all of the Estate Claims (as transferred to the Claimant Trust by the Debtor) in accordance with section 1141 of the Bankruptcy Code and for the Estate Claims to automatically vest in the Litigation Sub-Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Litigation Sub-Trust Interests and the Litigation Sub-Trust Expenses, as provided for in the Litigation Sub-Trust Agreement. The Litigation Trustee is charged with investigating, pursuing, and otherwise resolving any Estate Claims (including those with respect to which the Committee has standing to pursue prior to the Effective Date pursuant to the January 9 Order) pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan, regardless of whether any litigation with respect to any Estate Claim was commenced by the Debtor or the Committee prior to the Effective Date.

- c. **The Reorganized Debtor.** The Reorganized Debtor will administer the Reorganized Debtor Assets, which includes managing the wind down of the Managed Funds.

The precise terms governing the execution of these restructuring transactions are set forth in greater detail in the applicable definitive documents included in the Plan Supplements, including the Claimant Trust Agreement, the Litigation Sub-Trust Agreement, and the Schedule of Retained Causes of Action. The Plan, together with the documents and forms of agreement included in the Plan Supplements, provides a detailed blueprint for the transactions contemplated by the Plan. The Plan's various mechanisms provide for the Debtor's continued management of its business as it seeks to liquidate the Debtor's assets, wind down its affairs, and pay the Claims of the Debtor's creditors. Upon full payment of Allowed Claims, plus interest as provided in the Plan, any residual value would then flow to the holders of Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests). Finally, Mr. Seery testified that the Debtor engaged in substantial and arm's length negotiations with the Committee regarding the Debtor's post-Effective Date corporate governance, as reflected in the Plan. Mr. Seery testified that he believes the selection of the Claimant Trustee, Litigation Trustee, and members of the Claimant Trust Oversight Board are in the best interests of the Debtor's economic constituents. Thus, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

43. **Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).** The Debtor is not a corporation and the charter documents filed in the Plan Supplements otherwise comply with section 1123(a)(6) of the Bankruptcy Code. Therefore, the requirement of section 1123(a)(6) of the Bankruptcy Code is satisfied.

44. **Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)).** Article IV of the Plan provides for the Claimant Trust to be governed and administered by the Claimant Trustee. The Claimant Trust, the management of the Reorganized Debtor, and the management and monetization of the Claimant Trust Assets and the Litigation Sub-Trust will be managed by the Claimant Trust Oversight Board. The Claimant Trust Oversight Board will consist of: (1) Eric Felton, as representative of the Redeemer Committee; (2) Joshua Terry, as representative of Acis; (3) Elizabeth Kozlowski, as representative of UBS; (4) Paul McVoy, as representative of Meta-E Discovery; and (5) David Pauker. Four of the members of the Claimant Trust Oversight Committee are the holders of several of the largest Claims against the Debtor and/or are current members of the Committee. Each of these creditors has actively participated in the Debtor's case, both through their fiduciary roles as Committee members and in their individual capacities as creditors. They are therefore intimately familiar with the Debtor, its business, and assets. The fifth member of the Claimant Trust Oversight Board, David Pauker, is a disinterested restructuring advisor and turnaround manager with more than 25 years of experience advising public and private companies and their investors, and he has substantial experience overseeing, advising or investigating troubled companies in the financial services industry and has advised or managed such companies on behalf of boards or directors, court-appointed trustees, examiners and special masters, government agencies, and private investor parties. The members of the Claimant Trust Oversight Board will serve without compensation, except for Mr. Pauker, who will receive payment of \$250,000 for his first year of service, and \$150,000 for subsequent years.

45. **Selection of Trustees.** The Plan Supplements disclose that Mr. Seery will serve as the Claimant Trustee and Marc Kirschner will serve as the Litigation Trustee. As noted above, Mr. Seery has served as an Independent Board member since January 2020, and as the Chief Executive Officer and Chief Restructuring Officer since July 2020, and he has extensive management and restructuring experience, as evidenced from his curriculum vitae which is part of the record. The evidence shows that Mr. Seery is intimately familiar with the Debtor's organizational structure, business, and assets, as well as how Claims will be treated under the Plan. Accordingly, it is reasonable and in the Estate's best interests to continue Mr. Seery's employment post-emergence as the Claimant Trustee. Mr. Seery, upon consultation with the Committee, testified that he intends to employ approximately 10 of the Debtor's employees to enable him to manage the Debtor's business until the Claimant Trust effectively monetizes its remaining assets, instead of hiring a sub-servicer to accomplish those tasks. Mr. Seery testified that he believes that the Debtor's post-confirmation business can most efficiently and cost-effectively be supported by a sub-set of the Debtor's current employees, who will be managed internally. Mr. Seery shall initially be paid \$150,000 per month for services rendered after the Effective Date as Claimant Trustee; however, Mr. Seery's long-term salary as Claimant Trustee and the terms of any bonuses and severance are subject to further negotiation by Mr. Seery and the Claimant Trust Oversight Board within forty-five (45) days after the Effective Date. The Bankruptcy Court has also reviewed Mr. Kirschner's curriculum vitae. Mr. Kirschner has been practicing law since 1967 and has substantial experience in bankruptcy litigation matters, particularly with respect to his prior experience as a litigation trustee for several litigation trusts, as set forth on the record of the

Confirmation Hearing and in the Confirmation Brief. Mr. Kirschner shall be paid \$40,000 per month for the first three months and \$20,000 per month thereafter, plus a success fee related to litigation recoveries. The Committee and the Debtor had arm's lengths negotiations regarding the post-Effective Date corporate governance structure of the Reorganized Debtor and believe that the selection of the Claimant Trustee, the Litigation Trustee, and the Claimant Trust Oversight Committee are in the best interests of the Debtor's economic stakeholders. Section 1123(a)(7) of the Bankruptcy Code is satisfied.

46. Debtor's Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

Pursuant to section 1129(a)(2) of the Bankruptcy Code, the Debtor has complied with the applicable provisions of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, and 1126 of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order governing notice, disclosure, and solicitation in connection with the Plan, the Disclosure Statement, the Plan Supplements, and all other matters considered by the Bankruptcy Court in connection with this Chapter 11 Case.

47. Debtor's Solicitation Complied with Bankruptcy Code and Disclosure Statement Order. Before the Debtor solicited votes on the Plan, the Bankruptcy Court entered the Disclosure Statement Order. In accordance with the Disclosure Statement Order and evidenced by the Affidavits of Service and Publication, the Debtor appropriately served (i) the Solicitation Packages (as defined in the Disclosure Statement Order) on the Holders of Claims in Classes 2, 7, 8 and 9 and Holders of Equity Interests in Classes 10 and 11 who were entitled to vote on the Plan; and (ii) the Notice of Nonvoting Status (as defined in the Disclosure Statement Order) and the

Confirmation Hearing Notice to the Holders of Claims in Classes 1, 3, 4, 5 and 6, who were not entitled to vote on the Plan pursuant to the Disclosure Statement Order. The Disclosure Statement Order approved the contents of the Solicitation Packages provided to Holders of Claims and Equity Interests entitled to vote on the Plan, the notices provided to parties not entitled to vote on the Plan, and the deadlines for voting on and objecting to the Plan. The Debtor and KCC each complied with the content and delivery requirements of the Disclosure Statement Order, thereby satisfying sections 1125(a) and (b) of the Bankruptcy Code, as evidenced by the Affidavits of Service and Publication. The Debtor also satisfied section 1125(c) of the Bankruptcy Code, which provides that the same disclosure statement must be transmitted to each holder of a claim or interest in a particular class. The Debtor caused the same Disclosure Statement to be transmitted to all holders of Claims and Equity Interests entitled to vote on the Plan. The Debtor has complied in all respects with the solicitation requirements of section 1125 of the Bankruptcy Code and the Disclosure Statement Order. The Bankruptcy Court rejects the arguments of the Mr. Dondero and certain Dondero Related Entities that the changes made to certain assumptions and projections from the Liquidation Analysis annexed as Exhibit C to the Disclosure Statement (the “Liquidation Analysis”) to the Amended Liquidation Analysis/Financial Projections require resolicitation of the Plan. The Bankruptcy Court heard credible testimony from Mr. Seery regarding the changes to the Liquidation Analysis as reflected in the Amended Liquidation Analysis/Financial Projections. Based on the record, including the testimony of Mr. Seery, the Bankruptcy Court finds that the changes between the Liquidation Analysis and the Amended Liquidation Analysis/Financial Projections do not constitute materially adverse change to the treatment of Claims or Equity

Interests. Instead, the changes served to update the projected distributions based on Claims that were settled after the approval of the Disclosure Statement and to otherwise incorporate more recent financial data. Such changes were entirely foreseeable given the large amount of unliquidated Claims at the time the Disclosure Statement was approved and the nature of the Debtor's assets. The Bankruptcy Court therefore finds that holders of Claims and Equity Interests were not misled or prejudiced by the Amended Liquidation Analysis/Financial Projections and the Plan does not need to be resolicited.

48. **Plan Proposed in Good Faith and Not by Means Forbidden by Law (11 U.S.C. § 1129(a)(3)).** The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of this Chapter 11 Case, the Plan itself, and the extensive, un rebutted testimony of Mr. Seery in which he described the process leading to Plan's formulation. Based on the totality of the circumstances and Mr. Seery's testimony, the Bankruptcy Court finds that the Plan is the result of extensive arm's-length negotiations among the Debtor, the Committee, and key stakeholders, and promotes the objectives and purposes of the Bankruptcy Code. Specifically, the Debtor's good faith in proposing the Plan is supported by the following facts adduced by Mr. Seery:

- a. The Independent Board determined that it should consider all potential restructuring alternatives, including pursuit of a traditional restructuring and the continuation of the Debtor's business, a potential sale of the Debtor's assets in one or more transactions, an asset monetization plan similar to that described in the Plan, and a so-called "grand bargain" plan that would involve Mr. Dondero's sponsorship of a plan with a substantial equity infusion.

- b. The Debtor subsequently engaged in arm's-length, good faith negotiations with the Committee over an asset monetization Plan commencing in June 2020, which negotiations occurred over the next several months.
- c. Negotiations between the Debtor and the Committee were often contentious over disputes, including, but not limited to, the post-confirmation corporate governance structure and the scope of releases contemplated by the Plan.
- d. While negotiations with the Committee progressed, the Independent Board engaged in discussions with Mr. Dondero regarding a potential "grand bargain" plan which contemplated a significant equity infusion by Mr. Dondero, and which Mr. Seery personally spent hundreds of hours pursuing over many months.
- e. On August 3, 2020, the Bankruptcy Court entered the *Order Directing Mediation* [Docket No. 912] pursuant to which the Bankruptcy Court ordered the Debtor, the Committee, UBS, Acis, the Redeemer Committee, and Mr. Dondero into mediation. As a result of this mediation, the Debtor negotiated the settlement of the claims of Acis and Mr. Terry, which the Bankruptcy Court approved on October 28, 2020 [Docket No. 1302].
- f. On August 12, 2020, the Debtor filed its *Chapter 11 Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 944] (the "Initial Plan") and related disclosure statement (the "Initial Disclosure Statement") which were not supported by either the Committee or Mr. Dondero. The Independent Board filed the Initial Plan and Initial Disclosure Statement in order to act as a catalyst for continued discussions with the Committee while it simultaneously worked with Mr. Dondero on the "grand bargain" plan.
- g. The Bankruptcy Court conducted a contested hearing on the Initial Disclosure Statement on October 27, 2020. The Committee and other parties objected to approval of the Disclosure Statement at the Initial Disclosure Statement hearing, which was eventually continued to November 23, 2020.
- h. Following the Initial Disclosure Statement hearing, the Debtor continued to negotiate with the Committee and ultimately resolved the remaining material disputes and led to the Bankruptcy Court's approval of the Disclosure Statement on November 23, 2020.
- i. Even after obtaining the Bankruptcy Court's approval of the Disclosure Statement, the Debtor and the Committee continued to negotiate with Mr. Dondero and the Committee over a potential "pot plan" as an alternative to the Plan on file with the Bankruptcy Court, but such efforts were unsuccessful. This history conclusively demonstrates that the Plan is being proposed in good faith within the meaning of section 1129(a)(3).

49. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

Article II.B of the Plan provides that Professionals will file all final requests for payment of Professional Fee Claims no later than 60 days after the Effective Date, thereby providing an adequate period of time for interested parties to review such claims. The procedures set forth in the Plan for the Bankruptcy Court's approval of the fees, costs, and expenses to be paid in connection with this chapter 11 Case, or in connection with the Plan and incident to this Chapter 11 Case, satisfy the objectives of and are in compliance with section 1129(a)(4) of the Bankruptcy Code.

50. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). Article IV.B

of the Plan provides for the appointment of the Claimant Trustee, Litigation Trustee, and the Claimant Trust Oversight Committee and the members thereto. For the reasons more fully explained in paragraphs 44-45 of this Confirmation Order with respect to the requirement of section 1123(a)(7) of the Bankruptcy Code, the Debtor has disclosed the nature of compensation of any insider to be employed or retained by the Reorganized Debtor, if applicable, and compensation for any such insider. The appointment of such individuals is consistent with the interests of Claims and Equity Interests and with public policy. Thus, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

51. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for

any rate change that requires regulatory approval. Section 1129(a)(6) of the Bankruptcy Code is thus not applicable.

52. **Best Interests of Creditors (11 U.S.C. § 1129(a)(7)).** The “best interests” test is satisfied as to all Impaired Classes under the Plan, as each Holder of a Claim or Equity Interest in such Impaired Classes will receive or retain property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code. On October 15, 2020, the Debtor filed the Liquidation Analysis [Docket 1173], as prepared by the Debtor with the assistance of its advisors and which was attached as Exhibit C to the Disclosure Statement. On January 29, 2021, in advance of Mr. Seery’s deposition in connection with confirmation of the Plan, the Debtor provided an updated version of the Liquidation Analysis to the then-objectors of the Plan, including Mr. Dondero and the Dondero Related Entities. On February 1, 2021, the Debtor filed the Amended Liquidation Analysis/Financial Projections. The Amended Liquidation Analysis/Financial Projections included updates to the Debtor’s projected asset values, revenues, and expenses to reflect: (1) the acquisition of an interest in an entity known as “HCLOF” that the Debtor will acquire as part of its court-approved settlement with HarbourVest and that was valued at \$22.5 million; (2) an increase in the value of certain of the Debtor’s assets due to changes in market conditions and other factors; (3) expected revenues and expenses arising in connection with the Debtor’s continued management of the CLOs pursuant to management agreements that the Debtor decided to retain; (4) increases in projected expenses for headcount (in addition to adding two or three employees to assist in the management of the CLOs, the Debtor also increased modestly the projected headcount as a result of its decision not to engage a Sub-Servicer) and professional fees; and (5) an increase in projected recoveries on notes resulting from the

acceleration of term notes owed to the Debtor by the following Dondero Related Entities: NexPoint Advisors, L.P.; Highland Capital Management Services, Inc.; and HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). Under the Plan, as of the Confirmation Date, (a) Class 7 General Unsecured Creditors are projected to receive 85% on account of their claims; and (b) Class 8 General Unsecured Creditors are projected to receive at least approximately 71% on account of their Claims. Under a hypothetical chapter 7 liquidation, all general unsecured creditors are projected to receive approximately 55% on account of their Claims. The Bankruptcy Court finds that the distributions that Class 7 and 8 General Unsecured Creditors are projected to receive under the Plan substantially exceeds that which they would receive under a chapter 7 liquidation based on Mr. Seery's testimony, including the following credible reasons he posited, among others:

- a. The nature of the Debtor's assets is complex. Certain assets relate to complicated real estate structures and private equity investments in operating businesses. Mr. Seery's extensive experience with the Debtor during the thirteen months since his appointment as an Independent Director and later Chief Executive Officer and Chief Restructuring Officer, provides him with a substantial learning curve in connection with the disposition of the Debtor's assets and are reasonably expected to result in him being able to realize tens of millions of dollars more value than would a chapter 7 trustee.
- b. Assuming that a hypothetical chapter 7 trustee could even operate the Debtor's business under chapter 7 of the Bankruptcy Code and hire the necessary personnel with the relevant knowledge and experience to assist him or her in selling the Debtor's assets, a chapter 7 trustee would likely seek to dispose of the Debtor's assets in a forced sale liquidation which would generate substantially less value for the Debtor's creditors than the asset monetization plan contemplated by the Plan.
- c. A chapter 7 trustee would be unlikely to retain the Debtor's existing professionals to assist in its efforts to monetize assets, resulting in delays, increased expenses, and reduced asset yields for the chapter 7 estate.

- d. The chapter 7 estate would be unlikely to maximize value as compared to the asset monetization process contemplated by the Plan because potential buyers are likely to perceive a chapter 7 trustee as engaging in a quick, forced “fire sale” of assets; and
- e. The Debtor’s employees, who are vital to its efforts to maximum value and recoveries for stakeholders, may be unwilling to provide services to a chapter 7 trustee.

Finally, there is no evidence to support the objectors’ argument that the Claimant Trust Agreement’s disclaimed liability for ordinary negligence by the Claimant Trustee compared to a chapter 7 trustee’s liability has any relevance to creditor recoveries in a hypothetical chapter 7 liquidation. Thus, section 1129(a)(7) of the Bankruptcy Code is satisfied.

53. **Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).** Classes 1, 3, 4, 5 and 6 are Unimpaired under the Plan. Class 2 (Frontier Secured Claim), Class 7 (Convenience Claims), and Class 9 (Subordinated Claims) have each voted to accept the Plan in accordance with the Bankruptcy Code, thereby satisfying section 1129(a)(8) as to those Classes. However, Class 8 (General Unsecured Claims), Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests) have not accepted the Plan. Accordingly, section 1129(a)(8) of the Bankruptcy Code has not been satisfied. The Plan, however, is still confirmable because it satisfies the nonconsensual confirmation provisions of section 1129(b), as set forth below.

54. **Treatment of Administrative, Priority, Priority Tax Claims, and Professional Fee Claims (11 U.S.C. § 1129(a)(9)).** The treatment of Administrative Claims, Priority Claims, and Professional Fee Claims pursuant to Article III of the Plan, and as set forth below with respect to the resolution of the objections filed by the Internal Revenue Service and

certain Texas taxing authorities satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

55. **Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)).** Class 2 (Frontier Secured Claims) and Class 7 (Convenience Claims) are each Impaired Classes of Claims that voted to accept the Plan, determined without including any acceptance of the Plan by any insider. Therefore, the requirement of section 1129(a)(10) of the Bankruptcy Code is satisfied.

56. **Feasibility (11 U.S.C. § 1129(a)(11)).** Article IV of the Plan provides for the implementation of the Plan through the Claimant Trust, the Litigation Sub-Trust, and the Reorganized Debtor. The Plan provides that the Claimant Trust, among other things, will monetize and distribute the Debtor's remaining assets. The Disclosure Statement, the Amended Liquidation Analysis/Financial Projections, and the other evidence presented at the Confirmation Hearing provide a reasonable probability of success that the Debtor will be able to effectuate the provisions of the Plan. The Plan contemplates the establishment of the Claimant Trust upon the Effective Date, which will monetize the Estate's assets for the benefit of creditors. Mr. Seery testified that the Class 2 Frontier Secured Claim will be paid over time pursuant to the terms of the New Frontier Note and the Reorganized Debtor will have sufficient assets to satisfy its obligations under this note. The Claims of the Holders of Class 7 Claims (as well as those Class 8 creditors who validly opted to receive the treatment of Class 7 Claims) are expected to be satisfied shortly after the Effective Date. Holders of Class 8 Claims (including any holders of Class 7 Claims who opted to receive the treatment provided to Class 8 Claims) are not guaranteed any recovery and will

periodically receive pro rata distributions as assets are monetized pursuant to the Plan and the Claimant Trust Agreement. Thus, section 1129(a)(11) of the Bankruptcy Code is satisfied.

57. **Payment of Fees (11 U.S.C. § 1129(a)(12)).** All fees payable under 28 U.S.C. § 1930 have been paid or will be paid on or before the Effective Date pursuant to Article XII.A of the Plan, thus satisfying the requirement of section 1129(a)(12) of the Bankruptcy Code. The Debtor has agreed that the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust shall be jointly and severally liable for payment of quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 through the entry of the Final Decree for the Debtor or the dismissal or conversion of the Chapter 11 Case.

58. **Retiree Benefits.** The Plan provides for the assumption of the Pension Plan (to the extent such Pension Plan provides “retiree benefits” and is governed by section 1114 of the Bankruptcy Code). Thus, the Plan complies with section 1129(a)(13) of the Bankruptcy Code, to the extent applicable.

59. **Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(14)-(16)).** Sections 1129(a)(14)-(16) of the Bankruptcy Code are inapplicable as the Debtor (i) has no domestic support obligations (section 1129(a)(14)), (ii) is not an individual (section 1129(a)(15)), and (iii) is not a nonprofit corporation (section 1129(a)(16)).

60. **No Unfair Discrimination; Fair and Equitable Treatment (11 U.S.C. § 1129(b)).** The classification and treatment of Claims and Equity Interests in Classes 8, 10 and 11, which have not accepted the Plan, is proper pursuant to section 1122 of the Bankruptcy Code, does

not discriminate unfairly, and is fair and equitable pursuant to section 1129(b)(1) of the Bankruptcy Code.

- a. Class 8. The Plan is fair and equitable with respect to Class 8 General Unsecured Claims. While Equity Interests in Class 10 and Class 11 will receive a contingent interest in the Claimant Trust under the Plan (the “Contingent Interests”), the Contingent Interests will not vest unless and until holders of Class 8 General Unsecured Claims and Class 9 Subordinated Claims receive distributions equal to 100% of the amount of their Allowed Claims plus interest as provided under the Plan and Claimant Trust Agreement. Accordingly, as the holders of Equity Interests that are junior to the Claims in Class 8 and Class 9 will not receive or retain under the Plan on account of such junior claim interest any property unless and until the Claims in Class 8 and Class 9 are paid in full plus applicable interest, the Plan is fair and equitable with respect to holders of Class 8 General Unsecured Claims pursuant to section 1129(b)(2)(B) of the Bankruptcy Code and the reasoning of *In re Introgen Therapeutics* 429 B.R 570 (Bankr. W.D. Tex. 2010).
- b. Class 10 and Class 11. There are no Claims or Equity Interests junior to the Equity Interests in Class 10 and Class 11. Equity Interests in Class 10 and 11 will neither receive nor retain any property under the Plan unless Allowed Claims in Class 8 and Class 9 are paid in full plus applicable interest pursuant to the terms of the Plan and Claimant Trust Agreement. Thus, the Plan does not violate the absolute priority rule with respect to Classes 10 and 11 pursuant to Bankruptcy Code section 1129(b)(2)(C). The Plan does not discriminate unfairly as to Equity Interests. As noted above, separate classification of the Class B/C Partnership Interests from the Class A Partnerships Interests is appropriate because they constitute different classes of equity security interests in the Debtor, and each are appropriately separately classified and treated.

Accordingly, the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to each Class that has rejected the Plan. Thus, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to Classes 8, 10, and 11.

61. **Only One Plan (11 U.S.C. § 1129(c)).** The Plan is the only chapter 11 plan confirmed in this Chapter 11 Case, and the requirements of section 1129(c) of the Bankruptcy Code are therefore satisfied.

62. **Principal Purpose (11 U.S.C. § 1129(d)).** Mr. Seery testified that the principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. Accordingly, section 1129(d) of the Bankruptcy Code is inapplicable.

63. **Satisfaction of Confirmation Requirements.** Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code and should be confirmed.

64. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** The Debtor, the Independent Directors, and the Debtor's employees, advisors, Professionals, and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

65. **Discharge (11 U.S.C. § 1141(d)(3)).** The Debtor is entitled to a discharge of debts pursuant to section 1141(d)(3)(B) of the Bankruptcy Code. Under the Plan, the Claimant Trust or Reorganized Debtor, as applicable, will continue to manage funds and conduct business

in the same manner as the Debtor did prior to Plan confirmation, which includes the management of the CLOs, Multi-Strat, Restoration Capital, the Select Fund and the Korea Fund. Although the Plan projects that it will take approximately two years to monetize the Debtor's assets for fair value, Mr. Seery testified that while the Reorganized Debtor and Claimant Trust will be monetizing their assets, there is no specified time frame by which this process must conclude. Mr. Seery's credible testimony demonstrates that the Debtor will continue to engage in business after consummation of the Plan, within the meaning of Section 1141(d)(3)(b) and that the Debtor is entitled to a discharge pursuant to section 1141(d)(1) of the Bankruptcy Code.

66. **Retention of Jurisdiction.** The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article XI of the Plan and/or section 1142 of the Bankruptcy Code to the maximum extent under applicable law.

67. **Additional Plan Provisions (11 U.S.C. § 1123(b)).** The Plan's provisions are appropriate, in the best interests of the Debtor and its Estate, and consistent with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

68. **Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)).** The Debtor has exercised reasonable business judgment with respect to the rejection of the Executory Contracts and Unexpired Leases pursuant the terms of the Plan and this Confirmation Order, and such rejections are justified and appropriate in this Chapter 11 Case. The Debtor also filed the List of Assumed Contracts, which contain notices to the applicable counterparties to the contracts set forth on Exhibit "FF" to Plan Supplement filed on February 1, 2021 [Docket No. 1875] and which exhibit sets forth the list of executory contracts and unexpired leases to be

assumed by the Debtor pursuant to the Plan (collectively, the “Assumed Contracts”). With respect to the Assumed Contracts, only one party objected to the assumption of any of the Assumed Contracts, but that objection was withdrawn.⁸ Any modifications, amendments, supplements, and restatements to the Assumed Contracts that may have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Assumed Contracts or the validity, priority, or amount of any Claims that may arise in connection therewith. Assumption of any Assumed Contract pursuant to the Plan and full payment of any applicable Cure pursuant to the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

69. Compromises and Settlements Under and in Connection with the Plan (11 U.S.C. § 1123(b)(3)). All of the settlements and compromises pursuant to and in connection with the Plan, comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

70. Debtor Release, Exculpation and Injunctions (11 U.S.C. § 1123(b)). The Debtor Release, Exculpation, and Injunction provisions provided in the Plan (i) are within the jurisdiction of the Bankruptcy Court under 28 U.S.C. § 1334; (ii) are integral elements of the transactions incorporated into the Plan, and inextricably bound with the other provisions of the Plan; (iii) confer material benefit on, and are in the best interests of, the Debtor, its Estate, and its

⁸ See Notice of Withdrawal of James Dondero’s Objection Debtor’s Proposed Assumption of Contracts and Cure Amounts Proposed in Connection Therewith [Docket No. 1876]

creditors; (iv) are fair, equitable, and reasonable; (v) are given and made after due notice and opportunity for hearing; (vi) satisfy the requirements of Bankruptcy Rule 9019; and (vii) are consistent with the Bankruptcy Code and other applicable law, and as set forth below.

71. **Debtor Release.** Section IX.D of the Plan provides for the Debtor's release of the Debtor's and Estate's claims against the Released Parties. Releases by a debtor are discretionary and can be provided by a debtor to persons who have provided consideration to the Debtor and its estate pursuant to section 1123(b)(3)(A) of the Bankruptcy Code. Contrary to the objections raised by Mr. Dondero and certain of the Dondero Related Entities, the Debtor Release is appropriately limited to release claims held by the Debtor and does not purport to release the claims held by the Claimant Trust, Litigation Sub-Trust, or other third parties. The Plan does not purport to release any claims held by third parties and the Bankruptcy Court finds that the Debtor Release is not a "disguised" release of any third party claims as asserted by certain objecting parties. The limited scope of the Debtor Release in the Plan was extensively negotiated with the Committee, particularly with the respect to the Debtor's conditional release of claims against employees, as identified in the Plan, and the Plan's conditions and terms of such releases. The Plan does not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual

fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The Debtor Release also contains conditions to such releases as set forth in Article X.D of the Plan with respect to employees (the “Release Conditions”). Until the an employee satisfies the Release Conditions or the Release Conditions otherwise terminate, any claims against such employee will be tolled so that if the Release Conditions are not met the Litigation Trustee may pursue claims against an employee at a later date. The evidence before the Bankruptcy Court, including, but not limited to Mr. Seery’s testimony, demonstrates that the Debtor is not aware of any claims against any of the Released Parties, that the Released Parties have been instrumental in assisting the Debtor’s efforts toward confirmation of the Plan and that, therefore, the releases are a *quid pro quo* for the Released Parties’ significant contributions to a highly complex and contentious restructuring. The Committee, whose members hold approximately \$200 million in claims against the Estate, is highly sophisticated and is represented by highly sophisticated professionals, and has actively and vigorously negotiated the terms of the Debtor Release, which was the subject of significant controversy at the Initial Disclosure Statement hearing held by the Bankruptcy Court on October 27, 2020.

72. **Exculpation.** Section IX.C of the Plan provides for the exculpation of certain Exculpated Parties to the extent provided therein (the “Exculpation Provision”). As explained below, the Exculpation Provision is appropriate under the unique circumstances of this litigious Chapter 11 Case and consistent with applicable Fifth Circuit precedent. First, with respect to the Independent Directors, their agents, and their advisors, including any employees acting at

their direction, the Bankruptcy Court finds and concludes that it has already exculpated these parties for acts other than willful misconduct and gross negligence pursuant to the January 9 Order. The January 9 Order was specifically agreed to by Mr. Dondero, who was in control of the Debtor up until entry of the January 9 Order. The January 9 Order was not appealed. In addition to the appointment of the Independent Directors in an already contentious and litigious case, the January 9 Order set the standard of care for the Independent Directors and specifically exculpated them for negligence. Mr. Seery and Mr. Dubel each testified that they had input into the contents of the January 9 Order and would not have agreed to their appointment as Independent Directors if the January 9 Order did not include the protections set forth in paragraph 10 of the January 9 Order. Paragraph 10 of the January 9 Order (1) requires that parties wishing to sue the Independent Directors or their agents and advisors must first seek approval from the Bankruptcy Court before doing so; (2) sets the standard of care for the Independent Directors during the Chapter 11 Case and exculpated the Independent Directors for acts other than willful misconduct or gross negligence; (3) only permits suits against the Independent Directors to proceed for colorable claims of willful misconduct and gross negligence upon order of the Bankruptcy Court; and (4) does not expire by its terms.

73. **Existing Exculpation of Independent Directors.** The Bankruptcy Court also finds and concludes that it has already exculpated Mr. Seery acting in the capacity as Chief Executive Officer and Chief Restructuring Officer pursuant to the July 16 Order. The Bankruptcy Court concludes its previous approval of the exculpation of the Independent Directors, their agents, advisors and employees working at their direction pursuant to the January 9 Order, and the Chief

Executive Officer and Chief Restructuring Officer pursuant to the July 16 Order constitutes the law of this case and are *res judicata* pursuant to *In re Republic Supply Co. v. Shoaf*, 815 F.2d 1046 (5th Cir.1987). The January 9 Order and July 16 Order cannot be collaterally attacked based on the objectors' objection to the exculpation of the Independent Directors, their agents, and advisors, including any employees acting at their direction, as well as the Chief Executive Officer and Chief Restructuring Officer, that the Bankruptcy Court already approved pursuant to the January 9 Order and the July 16 Order.

74. **The Exculpation Provision Complies with Applicable Law.** Separate and apart from the *res judicata* effect of the January 9 Order and the July 16 Order, the Bankruptcy Court also finds and concludes that the Exculpation Provision is consistent with applicable law, including *In re Pacific Lumber Co.*, 584 F.3d 229 (5th Cir. 2009), for several reasons:

- a. First, the statutory basis for *Pacific Lumber's* denial of exculpation for certain parties other than a creditors' committee and its members is that section 524(e) of the Bankruptcy Code "only releases the debtor, not co-liable third parties." *Pacific Lumber*, 253 F.3d. at 253. However, *Pacific Lumber* does not prohibit all exculpations under the Bankruptcy Code and the court in such case specifically approved the exculpations of a creditors' committee and its members on the grounds that "11 U.S.C. § 1103(c), which lists the creditors' committee's powers, implies committee members have qualified immunity for actions within the scope of their duties.... [I]f members of the committee can be sued by persons unhappy with the committee's performance during the case or unhappy with the outcome of the case, it will be extremely difficult to find members to serve on an official committee." *Pacific Lumber*, 253 F.3d at 253 (quoting Lawrence P. King, et al, Collier on Bankruptcy, ¶ 1103.05[4][b] (15th Ed. 2008)). *Pacific Lumber's* rationale for permitted exculpation of creditors' committees and their members (which was clearly policy-based and based on a creditors' committee qualified immunity flowing from their duties under section 1103(c) of the Bankruptcy Code and their disinterestedness and importance in chapter 11 cases) does not preclude exculpation to other parties in a particular chapter 11 case that perform similar roles to a creditors' committee and its members. The Independent Directors, and by extension the Chief Executive Officer and Chief Restructuring Officer, were not

part of the Debtor's enterprise prior to their appointment by the Bankruptcy Court under the January 9 Order. The Bankruptcy Court appointed the Independent Directors in lieu of a chapter 11 trustee to address what the Bankruptcy Court perceived as serious conflicts of interest and fiduciary duty concerns with the then-existing management prior to January 9, 2020, as identified by the Committee. In addition, the Bankruptcy Court finds that the Independent Directors expected to be exculpated from claims of negligence, and would likely have been unwilling to serve in contentious cases absent exculpation. The uncontroverted testimony of Mr. Seery and Mr. Dubel demonstrates that the Independent Directors would not have agreed to accept their roles without the exculpation and gatekeeper provision in the January 9 Order. Mr. Dubel also testified as to the increasing important role that independent directors are playing in complex chapter 11 restructurings and that unless independent directors could be assured of exculpation for simple negligence in contentious bankruptcy cases they would be reluctant to accept appointment in chapter 11 cases which would adversely affect the chapter 11 restructuring process. The Bankruptcy Court concludes that the Independent Directors were appointed under the January 9 Order in order to avoid the appointment of a chapter 11 trustee and are analogous to a creditors' committee rather than an incumbent board of directors. The Bankruptcy Court also concludes that if independent directors cannot be assured of exculpation for simple negligence in contentious bankruptcy cases, they may not be willing to serve in that capacity. Based upon the foregoing, the Bankruptcy Court concludes that *Pacific Lumber's* policy of exculpating creditors' committees and their members from "being sued by persons unhappy with the committee's performance during the case or unhappy with the outcome of the case" is applicable to the Independent Directors in this Chapter 11 Case.⁹

- b. Second, the Bankruptcy Court also concludes that *Pacific Lumber* does not preclude the exculpation of parties if there is a showing that "costs [that] the released parties might incur defending against such suits alleging such negligence are likely to swamp either the Exculpated Parties or the reorganization." *Pacific Lumber*, 584 F.3d at 252. If ever there was a risk of that happening in a chapter 11 reorganization, it is this one. Mr. Seery credibly testified that Mr. Dondero stated outside the courtroom that if Mr. Dondero's pot plan does not get approved, that Mr. Dondero will "burn the place down." The Bankruptcy Court can easily expect that the proposed Exculpated Parties might expect to incur costs that could swamp them and the reorganization based on the prior litigious conduct of Mr. Dondero and his controlled entities that justify their inclusion in the Exculpation Provision.

⁹ The same reasoning applies to the inclusion of Strand in the Exculpation Provision because Strand is the general partner of the Debtor through which each of the Independent Board members act.

75. **Injunction.** Section IX.D of the Plan provides for a Plan injunction to implement and enforce the Plan's release, discharge and release provisions (the "Injunction Provision"). The Injunction Provision is necessary to implement the provisions in the Plan. Mr. Seery testified that the Claimant Trustee will monetize the Debtor's assets in order to maximize their value. In order to accomplish this goal, the Claimant Trustee needs to be able to pursue this objective without the interference and harassment of Mr. Dondero and his related entities, including the Dondero Related Entities. Mr. Seery also testified that if the Claimant Trust was subject to interference by Mr. Dondero, it would take additional time to monetize the Debtor's assets and those assets could be monetized for less money to the detriment of the Debtor's creditors. The Bankruptcy Court finds and concludes that the Injunction Provision is consistent with and permissible under Bankruptcy Code sections 1123(a), 1123(a)(6), 1141(a) and (c), and 1142. The Bankruptcy Court rejects assertions by certain objecting parties that the Injunction Provision constitutes a "third-party release." The Injunction Provision is appropriate under the circumstances of this Chapter 11 Case and complies with applicable bankruptcy law. The Bankruptcy Court also concludes that the terms "implementation" and "consummation" are neither vague nor ambiguous.

76. **Gatekeeper Provision.** Section IX.F of the Plan contains a provision contained in paragraph AA of this Confirmation Order and which the Debtor has referred to as a gatekeeper provision (the "Gatekeeper Provision"). The Gatekeeper Provision requires that Enjoined Parties first seek approval of the Bankruptcy Court before they may commence an action against Protected Parties. Thereafter, if the Bankruptcy Court determines that the action is

colorable, the Bankruptcy Court may, if it has jurisdiction, adjudicate the action. The Bankruptcy Court finds that the inclusion of the Gatekeeper Provision is critical to the effective and efficient administration, implementation, and consummation of the Plan. The Bankruptcy Court also concludes that the Bankruptcy Court has the statutory authority as set forth below to approve the Gatekeeper Provision.

77. **Factual Support for Gatekeeper Provision.** The facts supporting the need for the Gatekeeper Provision are as follows. As discussed earlier in this Confirmation Order, prior to the commencement of the Debtor's bankruptcy case, and while under the direction of Mr. Dondero, the Debtor had been involved in a myriad of litigation, some of which had gone on for years and, in some cases, over a decade. Substantially all of the creditors in this case are either parties who were engaged in litigation with the Debtor, parties who represented the Debtor in connection with such litigation and had not been paid, or trade creditors who provided litigation-related services to the Debtor. During the last several months, Mr. Dondero and the Dondero Related Entities have harassed the Debtor, which has resulted in further substantial, costly, and time-consuming litigation for the Debtor. Such litigation includes: (i) entry of a temporary restraining order and preliminary injunction against Mr. Dondero [Adv. Proc. No. 20-03190 Docket No. 10 and 59] because of, among other things, his harassment of Mr. Seery and employees and interference with the Debtor's business operations; (ii) a contempt motion against Mr. Dondero for violation of the temporary restraining order, which motion is still pending before the Bankruptcy Court [Adv. Proc. No. 20-03190 Docket No. 48]; (iii) a motion by Mr. Dondero's controlled investors in certain CLOs managed by the Debtor that the Bankruptcy Court referred to

as frivolous and a waste of the Bankruptcy Court's time [Docket No. 1528] which was denied by the Court [Docket No. 1605]; (iv) multiple plan confirmation objections focused on ensuring the Dondero Related Entities be able to continue their litigation against the Debtor and its successors post-confirmation [Docket Nos. 1661, 1667, 1670, 1673, 1676, 1677 and 1868]; (v) objections to the approval of the Debtor's settlements with Acis and HarbourVest and subsequent appeals of the Bankruptcy Court's order approving each of those settlements [Docket Nos. 1347 and 1870]; and (vi) a complaint and injunction sought against Mr. Dondero's affiliated entities to prevent them from violating the January 9 Order and entry of a restraining order against those entities [Adv Proc. No. 21-03000 Docket No 1] (collectively, the "Dondero Post-Petition Litigation").

78. **Findings Regarding Dondero Post-Petition Litigation.** The Bankruptcy Court finds that the Dondero Post-Petition Litigation was a result of Mr. Dondero failing to obtain creditor support for his plan proposal and consistent with his comments, as set forth in Mr. Seery's credible testimony, that if Mr. Dondero's plan proposal was not accepted, he would "burn down the place." The Bankruptcy Court concludes that without appropriate protections in place, in the form of the Gatekeeper Provision, Mr. Dondero and his related entities will likely commence litigation against the Protected Parties after the Effective Date and do so in jurisdictions other than the Bankruptcy Court in an effort to obtain a forum which Mr. Dondero perceives will be more hospitable to his claims. The Bankruptcy Court also finds, based upon Mr. Seery's testimony, that the threat of continued litigation by Mr. Dondero and his related entities after the Effective Date will impede efforts by the Claimant Trust to monetize assets for the benefit of creditors and result

in lower distributions to creditors because of costs and distraction such litigation or the threats of such litigation would cause.

79. **Necessity of Gatekeeper Provision.** The Bankruptcy Court further finds that unless the Bankruptcy Court approves the Gatekeeper Provision, the Claimant Trustee and the Claimant Trust Oversight Board will not be able to obtain D&O insurance, the absence of which will present unacceptable risks to parties currently willing to serve in such roles. The Bankruptcy Court heard testimony from Mark Tauber, a Vice President with AON Financial Services, the Debtor's insurance broker ("AON"), regarding his efforts to obtain D&O insurance. Mr. Tauber credibly testified that of all the insurance carriers that AON approached to provide D&O insurance coverage after the Effective Date, the only one willing to do so without an exclusion for claims asserted by Mr. Dondero and his affiliates otherwise requires that this Order approve the Gatekeeper Provision. Based on the foregoing, the Bankruptcy Court finds that the Gatekeeper Provision is necessary and appropriate in light of the history of the continued litigiousness of Mr. Dondero and his related entities in this Chapter 11 Case and necessary to the effective and efficient administration, implementation and consummation of the Plan and is appropriate pursuant to *Carroll v. Abide (In re Carroll)* 850 F.3d 811 (5th Cir. 2017). Approval of the Gatekeeper Provision will prevent baseless litigation designed merely to harass the post-confirmation entities charged with monetizing the Debtor's assets for the benefit of its economic constituents, will avoid abuse of the court system and preempt the use of judicial time that properly could be used to consider the meritorious claims of other litigants. Any suit against a Protected Party would effectively be a suit against the Debtor, and the Debtor may be required to indemnify the Protected

Parties under the Limited Partnership Agreement, which will remain in effect through the Effective Date, or those certain *Indemnification and Guaranty Agreements*, dated January 9, 2020, between Strand, the Debtor, and each Independent Director, following the Confirmation Date as each such agreement will be assumed pursuant to 11 U.S.C. § 365 pursuant to the Plan.

80. **Statutory Authority to Approve Gatekeeper Provision.** The Bankruptcy Court finds it has the statutory authority to approve the Gatekeeper Provision under sections 1123(a)(5), 1123(b)(6), 1141, 1142(b), and 105(a). The Gatekeeper Provision is also within the spirit of the Supreme Court’s “Barton Doctrine.” *Barton v. Barbour*, 104 U.S. 126 (1881). The Gatekeeper Provision is also consistent with the notion of a prefiling injunction to deter vexatious litigants, that has been approved by the Fifth Circuit in such cases as *Baum v. Blue Moon Ventures, LLC*, 513 F.3d 181, 189 (5th Cir. 2008), and *In re Carroll*, 850 F.3d 811 (5th Cir. 2017).

81. **Jurisdiction to Implement Gatekeeper Provision.** The Bankruptcy Court finds that it will have jurisdiction after the Effective Date to implement the Gatekeeper Provision as post-confirmation bankruptcy court jurisdiction has been interpreted by the Fifth Circuit under *United States Brass Corp. v. Travelers Ins. Group, Inc. (In re United States Brass Corp.)*, 301 F.3d 296 (5th Cir. 2002) and *EOP-Colonnade of Dallas Ltd. P’Ship v. Faulkner (In re Stonebridge Techs., Inc.)*, 430 F.3d 260 (5th Cir. 2005). Based upon the rationale of the Fifth Circuit in *Villegas v. Schmidt*, 788 F.3d 156, 158-59 (5th Cir. 2015), the Bankruptcy Court’s jurisdiction to act as a gatekeeper does not violate *Stern v. Marshall*. The Bankruptcy Court’s determination of whether

a claim is colorable, which the Bankruptcy Court has jurisdiction to determine, is distinct from whether the Bankruptcy Court would have jurisdiction to adjudicate any claim it finds colorable.

82. **Resolution of Objections of Scott Ellington and Isaac Leventon.** Each of Scott Ellington (“Mr. Ellington”) and Isaac Leventon (“Mr. Leventon”) (each, a “Senior Employee Claimant”) has asserted certain claims for liquidated but unpaid bonus amounts for the following periods: 2016, 2017, and 2018, as set forth in Exhibit A to that certain *Senior Employees’ Limited Objection to Debtor’s Fifth Amended Plan of Reorganization* [Docket No. 1669] (the “Senior Employees’ Objection”) (for each of Mr. Ellington and Mr. Leventon, the “Liquidated Bonus Claims”).

- a. Mr. Ellington has asserted Liquidated Bonus Claims in the aggregate amount of \$1,367,197.00, and Mr. Leventon has asserted Liquidated Bonus Claims in the aggregate amount of \$598,198.00. Mr. Ellington received two Ballots¹⁰ – a Ballot for Class 7 of the Plan and a Ballot for Class 8 of the Plan. Mr. Ellington completed and timely returned both of such Ballots, voted to reject the Plan, and elected to have his Class 8 Liquidated Bonus Claims treated under Class 7 of the Plan, subject to the objections and reservations of rights set forth in the Senior Employees’ Objection. If Mr. Ellington is permitted to elect Class 7 treatment for his Liquidated Bonus Claims, then the maximum amount of his Liquidated Bonus Claims will be \$1,000,000.
- b. Mr. Leventon received two Ballots—a Ballot for Class 7 of the Plan and a Ballot for Class 8 of the Plan. Mr. Leventon completed and timely returned both of such Ballots and voted each such Ballots to rejected the Plan.
- c. The Senior Employees’ Objection, among other things, objects to the Plan on the grounds that the Debtor improperly disputes the right of Mr. Ellington to elect Class 7 treatment for his Liquidated Bonus Claims and Mr. Leventon’s entitlement to receive Class 7 Convenience Class treatment for his Liquidated Bonus Claims. The Debtor contended that neither Mr. Ellington or Mr. Leventon were entitled to elect to receive Class 7 Convenience Class treatment on account of their Liquidated

¹⁰ As defined in the Plan, “Ballot” means the forms(s) distributed to holders of Impaired Claims or Equity Interests entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

Bonus Claims under the terms of the Plan, the Disclosure Statement Order or applicable law.

- d. The Debtor and Mr. Ellington and Mr. Leventon negotiated at arms' length in an effort to resolve all issues raised in the Senior Employee's Objection, including whether or not Mr. Ellington and Mr. Leventon were entitled to Class 7 Convenience Class treatment of their Liquidated Bonus Claims. As a result of such negotiation, the Debtor, Mr. Ellington, and Mr. Leventon have agreed to the settlement described in paragraphs 82(e) through 82(k) below and approved and effectuated pursuant to decretal paragraphs RR through SS (the "Senior Employees' Settlement").
- e. Under the terms of the Senior Employees' Settlement, the Debtor has the right to elect one of two treatments of the Liquidated Bonus Claims for a Senior Employee Claimant. Under the first treatment option ("Option A"), the Liquidated Bonus Claims will be entitled to be treated in Class 7 of the Plan, and the Liquidated Bonus Claims will be entitled to receive payment in an amount equal to 70.125% of the Class 7 amount of the Liquidated Bonus Claims, subject to the Liquidated Bonus Claims becoming Allowed Claims under the terms of the Plan. Under this calculation, Mr. Ellington would be entitled to receive \$701,250.00 on account of his Class 7 Convenience Class Claim when and as Allowed under the Plan, and Mr. Leventon would be entitled to receive \$413,175.10 on account of his Class 7 Convenience Class Claim when and as Allowed under the Plan. If, however, any party in interest objects to the allowance of the Senior Employee Claimant's Liquidated Bonus Claims and does not prevail in such objection, then such Senior Employee Claimant will be entitled to a payment in an amount equal to 85% of his Allowed Liquidated Bonus Claims (subject, in the case of Mr. Ellington, to the cap imposed on Class 7 Claims). In addition, under Option A, each of Mr. Ellington and Mr. Leventon would retain their respective rights to assert that the Liquidated Bonus Claims are entitled to be treated as Administrative Expense Claims, as defined in Article I.B.2. of the Plan, in which case the holder of such Liquidated Bonus Claims would be entitled to payment in full of the Allowed Liquidated Bonus Claims. Under Option A, parties in interest would retain the right to object to any motion seeking payment of the Liquidated Bonus Amounts as Administrative Expenses.
- f. Under the second treatment option ("Option B"), the Debtor would agree that the Senior Employee Claimant has Allowed Liquidated Bonus Claims, no longer subject to objection by any party in interest, in the amounts of the Liquidated Bonus Claims (subject, in the case of Mr. Ellington, to the cap imposed by Class 7). If the Debtor elects Option B as to a Senior Employee Claimant, then such Senior Employee Claimant would be entitled to a payment on account of his Allowed Liquidated Bonus Claims in an amount equal to 60% of the amount of the

Liquidated Bonus Claims (which, in Mr. Ellington's case, would be \$600,000 and in Mr. Leventon's case, would be \$358,918.80), and such payment would be the sole recovery on account of such Allowed Liquidated Bonus Claims.

- g. The Debtor may, with the consent of the Committee, elect Option B with respect to a Senior Employee Claimant at any time prior to the occurrence of the Effective Date. If the Debtor does not make an election, then Option A will apply.
- h. Under either Option A or Option B, Mr. Ellington and Mr. Leventon will retain all their rights with respect to all Claims other than the Liquidated Bonus Amounts, including, but not limited to, their Class 6 PTO Claims, other claims asserted as Class 8 General Unsecured Claims, the Senior Employees' claims for indemnification against the Debtor, and any other claims that they may assert constitute Administrative Expense Claims, and any other such Claims are subject to the rights of any party in interest to object to such Claims, and the Debtor reserves any all of its rights and defenses in connection therewith.
- i. Subject to entry of this Confirmation Order and as set forth and announced on the record at the hearing on confirmation of the Plan and no party objecting thereto, Mr. Ellington and Mr. Leventon agreed to change the votes in their respective Ballots from rejection to acceptance of the Plan and to withdraw the Senior Employees' Objection.
- j. The Senior Employees' Settlement represents a valid exercise of the Debtor's business judgment and satisfies the requirements for a compromise under Bankruptcy Rule 9019(a).
- k. For the avoidance of doubt, neither Mr. Leventon nor Mr. Ellington shall be a Released Party under the Plan regardless of how the Senior Employee Claimants' Claims are to be treated hereunder.

Based upon the foregoing findings, and upon the record made before the Bankruptcy Court at the Confirmation Hearing, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

A. Confirmation of the Plan. The Plan is approved in its entirety and **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Plan, including the

Plan Supplements and Plan Modifications, are incorporated by reference into and are an integral part of this Confirmation Order.¹¹

B. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law set forth in this Confirmation Order and on the record of the Confirmation Hearing constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusion of law announced by the Bankruptcy Court at the Confirmation Hearing in relation to confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent that any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any findings of fact or conclusions of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing and incorporated herein) constitutes an order of the Bankruptcy Court, and is adopted as such.

C. Objections. Any resolution or disposition of objections to confirmation of the Plan or otherwise ruled upon by the Bankruptcy Court on the record of the Confirmation Hearing is hereby incorporated by reference. All objections and all reservations of rights pertaining to confirmation of the Plan that have not been withdrawn, waived or settled are overruled on the merits, except as otherwise specifically provided in this Confirmation Order.

D. Plan Supplements and Plan Modifications. The filing with the Bankruptcy Court of the Plan Supplements and the Plan Modifications constitutes due and

¹¹ The Plan is attached hereto as **Exhibit A**.

sufficient notice thereof. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications and the Plan Supplements do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The Plan Modifications and the Plan Supplements constitute the Plan pursuant to section 1127(a) of the Bankruptcy Code. Accordingly, the Plan, as modified, is properly before the Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

E. Deemed Acceptance of Plan. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims and Equity Interests who voted to accept the Plan (or whom are conclusively presumed to accept the Plan) are deemed to have accepted the Plan as modified by the Plan Modifications. No holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

F. Vesting of Assets in the Reorganized Debtor. Except as otherwise provided in the Plan or this Confirmation Order, on or after the Effective Date, all Reorganized Debtor Assets will vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances pursuant to section 1141(c) of the Bankruptcy Code, except with respect to such Liens, Claims, charges, and other encumbrances that are specifically preserved under the Plan upon the Effective Date. The Reorganized Debtor shall be the exclusive trustee of the Reorganized Debtor Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the

representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Reorganized Debtor Assets.

G. Effectiveness of All Actions. All actions contemplated by the Plan, including all actions in connection with the Claimant Trust Agreement, the Senior Employee Stipulation, the New GP LLC Documents, the New Frontier Note, the Reorganized Limited Partnership Agreement, the Litigation Sub-Trust Agreement, and the other Plan Documents, are authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to or order of the Bankruptcy Court, or further action by the directors, managers, officers or partners of the Debtor or the Reorganized Debtor and with the effect that such actions had been taken by unanimous action of such parties.

H. Restructuring Transactions. The Debtor or Reorganized Debtor, as applicable, are authorized to enter into and effectuate the Restructuring provided under the Plan, including, without limitation, the entry into and consummation of the transactions contemplated by the Claimant Trust Agreement, the Senior Employee Stipulation, the New GP LLC Documents, the New Frontier Note, the Reorganized Limited Partnership Agreement, the Litigation Sub-Trust Agreement, and the other Plan Documents, and may take any actions as may be necessary or appropriate to effect a corporate restructuring of its business or a corporate restructuring of the overall corporate structure of the Reorganized Debtor, as and to the extent provided in the Plan. Any transfers of assets or equity interests effected or any obligations incurred through the Restructuring pursuant to the Plan are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

I. Preservation of Causes of Action. Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, this Confirmation Order), such Cause of Action is expressly reserved for later adjudication by the Reorganized Debtor, the Litigation Sub-Trust, or the Claimant Trust, as applicable (including, without limitation, Causes of Action not specifically identified or of which the Debtor may presently be unaware or that may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action as a consequence of the confirmation, effectiveness, or consummation of the Plan based on the Disclosure Statement, the Plan, or this Confirmation Order, except where such Causes of Action have been expressly released in the Plan or any other Final Order (including, without limitation, this Confirmation Order). In addition, the right of the Reorganized Debtor, the Claimant Trust, or the Litigation Sub-Trust to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, is expressly reserved.

J. Independent Board of Directors of Strand. The terms of the current Independent Directors shall expire on the Effective Date without the need for any further or other action by any of the Independent Directors. For avoidance of doubt, the Assumed Contracts

include the *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and James Seery*; the *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and John Dubel* and *Indemnification and Guaranty Agreement between Highland Capital Management, Strand Advisors, Inc. and Russell Nelms* and shall each remain in full force and effect notwithstanding the expiration of the terms of any Independent Directors.

K. Cancellation of Equity Interests and Issuance of New Partnership

Interests. On the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be deemed cancelled, and all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, such Class A Limited Partnership Interests and Class B/C Limited Partnership Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement. As of the Effective Date and pursuant to the Plan, new Class A Limited Partnership Interests in the Reorganized Debtor will be issued to the Claimant Trust and New GP LLC. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor, and on and following the Effective Date, the Claimant Trust will be the Reorganized Debtor's limited partner and New GP LLC will be its general partner. The Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement, which will amend and restate, in all respects, the Debtor's current Limited

Partnership Agreement. Following the Effective Date, the Reorganized Debtor will be managed consistent with the terms of the Reorganized Limited Partnership Agreement by New GP LLC. The sole managing member of New GP LLC will be the Claimant Trust, and the Claimant Trustee will be the sole officer of New GP LLC on the Effective Date.

L. Transfer of Assets to Claimant Trust. On or prior to the Effective Date, the Debtor shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Claimant Trust all of its rights, title, and interest in and to all of the Claimant Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Claimant Trust Assets shall automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage from any stamp, transfer, reporting, sales, use, or other similar tax. Following the Effective Date, the Claimant Trust will administer the Claimant Trust Assets pursuant to the Plan and the Claimant Trust Agreement.

M. Transfer of Estate Claims to Litigation Sub-Trust. On or prior to the Effective Date, the Claimant Trust shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Litigation Sub-Trust all of the Claimant Trust's rights, title, and interest in and to all of the Estate Claims as successor in interest to the Debtor, and in accordance with section 1141 of the Bankruptcy Code, the Estate Claims shall automatically vest in the Litigation Sub-Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Litigation Sub-Trust Interests and Litigation Sub-Trust Expenses. The Litigation Trustee will

be authorized to investigate, pursue, and otherwise resolve the Estate Claims pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan, including as successor in interest to the Debtor or Committee, as applicable, in any litigation commenced prior to the Effective Date in which Estate Claims are asserted.

N. Compromise of Controversies. In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Equity Interests, and controversies resolved under the Plan and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019.

O. Objections to Claims. The Claims Objection Deadline shall be the date that is 180 days after the Effective Date, *provided, however*, that the Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee and as otherwise provided under the Plan.

P. Assumption of Contracts and Leases. Effective as of the date of this Confirmation Order, each of the Assumed Contracts shall be assumed by the Debtor without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code and the payment of Cures, if any, shall be paid in accordance with the Plan. Each Assumed Contract shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to any of the

Assumed Contracts that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of such Assumed Contracts or the validity, priority, or amount of any Claims that may arise in connection therewith. Assumption of the Assumed Contracts pursuant to Article V.A of the Plan and full payment of any applicable Cure pursuant to the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition, or other bankruptcy-related defaults, arising under any Assumed Contracts.

Q. Rejection of Contracts and Leases. Unless previously assumed during the pendency of the Chapter 11 Case or pursuant to the Plan, all other Executory Contracts and Unexpired Leases are rejected as of the date of the entry of this Confirmation Order and pursuant to the terms of the Plan. To the extent that any party asserts any damages resulting from the rejection of any Executory Contract or Unexpired Lease, such claim must be filed within **thirty (30) days** following entry of this Confirmation Order, or such claim will be forever barred and disallowed against the Reorganized Debtor.

R. Assumption of Issuer Executory Contracts. On the Confirmation Date, the Debtor will assume the agreements set forth on **Exhibit B** hereto (collectively, the “**Issuer Executory Contracts**”) pursuant to section 365 of the Bankruptcy Code and Article V of the Plan. In full and complete satisfaction of its obligation to cure outstanding defaults under section 365(b)(1) of the Bankruptcy Code, the Debtor or, as applicable, any successor manager under the

Issuer Executory Contracts (collectively, the “Portfolio Manager”) will pay to the Issuers¹² a cumulative amount of \$525,000 (the “Cure Amount”) as follows:

- a. \$200,000 in cash on the date that is five business days from the Effective Date, with such payment paid directly to Schulte Roth & Zabel LLP (“SRZ”) in the amount of \$85,714.29, Jones Walker LLP (“JW”) in the amount of \$72,380.95, and Maples Group (“Maples” and collectively with SRZ and JW, the “Issuers’ Counsel”) in the amount of \$41,904.76 as reimbursement for the attorney’s fees and other legal expenses incurred by the Issuers in connection with the Debtor’s bankruptcy case; and
- b. \$325,000 in four equal quarterly payments of \$81,250.00 (each, a “Payment”), which amounts shall be paid to SRZ in the amount of \$34,821.43, JW in the amount of \$29,404.76, and Maples in the amount of \$17,023.81 as additional reimbursement for the attorney’s fees and other legal expenses incurred by the Issuers in connection with the Debtor’s bankruptcy case (i) from any management fees actually paid to the Portfolio Manager under the Issuer Executory Contracts (the “Management Fees”), and (ii) on the date(s) Management Fees are required to be paid under the Issuer Executory Contracts (the “Payment Dates”), and such obligation shall be considered an irrevocable direction from the Debtor and the Bankruptcy Court to the relevant CLO Trustee to pay, on each Payment Date, the Payment to Issuers’ Counsel, allocated in the proportion set forth in such agreement; *provided, however*, that (x) if the Management Fees are insufficient to make any Payment in full on a Payment Date, such shortfall, in addition to any other amounts due hereunder, shall be paid out of the Management Fees owed on the following Payment Date, and (y) nothing herein shall limit either Debtor’s liability to pay the amounts set forth herein, nor the recourse of the Issuers or Issuers’ Counsel to the Debtor, in the event of any failure to make any Payment.

S. Release of Issuer Claims. Effective as of the Confirmation Date, and to the maximum extent permitted by law, each Issuer on behalf of itself and each of its current and former advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, successors, designees, and

¹² The “Issuers” are: Brentwood CLO, Ltd., Gleneagles CLO, Ltd., Greenbriar CLO, Ltd., Highland CLO 2018-1, Ltd., Highland Legacy Limited, Highland Loan Funding V Ltd., Highland Park CDO I, Ltd., Pam Capital Funding LP, Rockwall CDO II Ltd., Rockwall CDO Ltd., Southfork CLO Ltd., Stratford CLO Ltd., Westchester CLO, Ltd., Aberdeen Loan Funding, Ltd., Eastland CLO, Ltd., Grayson CLO, Ltd., Highland Credit Opportunities CDO Ltd., Jasper CLO, Ltd., Liberty Cayman Holdings, Ltd., Liberty CLO, Ltd., Red River CLO, Ltd., Valhalla CLO, Ltd.

assigns hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue, (i) the Debtor and (ii) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, the Independent Directors, the CEO/CRO, and with respect to the Persons listed in this subsection (ii), such Person's Related Persons (collectively, the "Debtor Released Parties"), for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney's fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including, without limitation, any claims, defenses, and affirmative defenses, whether known or unknown, including, without limitation, those which were or could have been asserted in, in connection with, or with respect to the Bankruptcy Case (collectively, the "Issuer Released Claims").

T. Release of Debtor Claims against Issuer Released Parties. Upon entry of this Order, and to the maximum extent permitted by law, the Debtor hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and exonerates, and covenants never to sue [(i) each Issuer and (ii) Wendy Ebanks, (iii) Yun Zheng, (iv) Laura Chisholm, (v) Mora Goddard, (vi) Stacy Bodden, (vii) Suzan Merren (viii) Scott Dakers, (ix) Samit Ghosh, (x) Inderjit Singh, (xi) Ellen Christian, (xii) Andrew Dean, (xiii) Betsy Mortel, (xiv) David Hogan, (xv) Cleveland Stewart, (xvi) Rachael Rankin, (xvii) Otelia Scott, (xviii) Martin Couch, (xx) Feron Bartley-Davis, (xxi) Charlotte Cloete, (xxii) Christina McLean, (xxiii) Karen Ellerbe,

(xxiv) Gennie Kay Bigord, (xxv) Evert Brunekreef, (xxvii) Evan Charles Burtton (collectively, the “Issuer Released Parties”),] for and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorney’s fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, statutory or otherwise, including, without limitation, any claims, defenses, and affirmative defenses, whether known or unknown, which were or could have been asserted in, in connection with, or with respect to the Bankruptcy Case (collectively, the “Debtor Released Claims”); *provided, however*, that notwithstanding anything herein to the contrary, the release contained herein will apply to the Issuer Released Parties set forth in subsection (ii) above only with respect to Debtor Released Claims arising from or relating to the Issuer Executory Contracts. Notwithstanding anything in this Order to the contrary, the releases set forth in paragraphs S and T hereof will not apply with respect to the duties, rights, or obligations of the Debtor or any Issuer hereunder.

U. Authorization to Consummate. The Debtor is authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver of the conditions precedent to the Effective Date of the Plan set forth in Article VIII.A of the Plan. The Plan shall not become effective unless and until the conditions set forth in Article VIII.A of the Plan have been satisfied, or otherwise waived pursuant to Article VIII.B of the Plan.

V. Professional Compensation. All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date

must be filed no **later than sixty (60) days after the Effective Date**. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and an opportunity for hearing in accordance with the procedures established by the Bankruptcy Code and the Bankruptcy Court. The Debtor shall fund the Professional Fee Reserve as provided under the Plan. The Reorganized Debtor shall pay Professional Fee Claims in Cash in the amounts the Bankruptcy Court allows. The Debtor is authorized to pay the pre-Effective Date fees and expenses of all ordinary course professionals in the ordinary course of business without the need for further Bankruptcy Court order or approval. From and after the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 (if applicable) of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtor or Claimant Trustee, as applicable, may employ and pay any Professional or Entity employed in the ordinary course of the Debtor's business without any further notice to or action, order, or approval of the Bankruptcy Court.

W. Release, Exculpation, Discharge, and Injunction Provisions. The following release, exculpation, discharge, and injunction provisions set forth in the Plan are approved and authorized in their entirety, and such provisions are effective and binding on all parties and Entities to the extent provided therein.

X. Discharge of Claims and Termination of Interests. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan or this Confirmation Order, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement,

discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtor or any of its Assets or properties, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by the Plan or this Confirmation Order, upon the Effective Date, the Debtor and its Estate will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

Y. Exculpation. Subject in all respects to Article XII.D of the Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(v);

provided, however, the foregoing will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. The Plan's exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Plan, including Article IV.C.2 of the Plan, protecting such Exculpated Parties from liability.

Z. Releases by the Debtor. On and after the Effective Date, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, including, but not limited to, the Claimant Trust and the Litigation Sub-Trust from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Person. Notwithstanding anything contained herein to the contrary, the foregoing release does not release: (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under

any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

AA. Injunction. Upon entry of this Confirmation Order, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, from taking any actions to interfere with the implementation or consummation of the Plan. Except as expressly provided in the Plan, this Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner,

in any place whatsoever, that does not conform to or comply with the provisions of the Plan. The injunctions set forth in the Plan and this Confirmation Order shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation Sub-Trust, and the Claimant Trust and their respective property and interests in property. Subject in all respects to Article XII.D of the Plan, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; *provided, however*, the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in

Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

BB. Duration of Injunction and Stays. Unless otherwise provided in the Plan, in this Confirmation Order, or in a Final Order of the Bankruptcy Court, (i) all injunctions and stays entered during the Chapter 11 Case and in existence on the Confirmation Date, shall remain in full force and effect in accordance with their terms; and (ii) the automatic stay arising under section 362 of the Bankruptcy Code shall remain in full force and effect subject to Section 362(c) of the Bankruptcy Code, and to the extent necessary if the Debtor does not receive a discharge, the Bankruptcy Court will enter an equivalent order under Section 105.

CC. Continuance of January 9 Order and July 16 Order. Unless otherwise provided in the Plan, in this Confirmation Order, or in a Final Order of the Bankruptcy Court, each of the *Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course*, entered by the Bankruptcy Court on January 9, 2020 [Docket No. 339] and *Order Approving the Debtor's Motion Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020* [Docket No. 854] entered on July 16, 2020 shall remain in full force and effect from the Confirmation Date and following the Effective Date.

DD. No Governmental Releases. Nothing in this Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or

any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in this Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation any claim, suit, or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in this Confirmation Order or the Plan exculpate any party or person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws, or any criminal laws of the United States or any state and local authority against any party or person.

EE. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers (whether from the Debtor to the Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor or the Reorganized Debtor; (b) the Restructuring transactions pursuant to the Plan; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan,

including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment to the fullest extent contemplated by section 1146(a) of the Bankruptcy Code, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation of any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

FF. Cancellation of Notes, Certificates and Instruments. Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan or as otherwise provided in this Confirmation Order, on the Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim or Equity Interest and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the

Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

GG. Documents, Mortgages, and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring transactions contemplated under the Plan, and this Confirmation Order.

HH. Post-Confirmation Modifications. Subject section 1127(b) of the Bankruptcy Code and the Plan, the Debtor and the Reorganized Debtor expressly reserve their rights to revoke or withdraw, or to alter, amend, or modify materially the Plan, one or more times after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XII.B of the Plan.

II. Applicable Nonbankruptcy Law. The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

JJ. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state,

federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

KK. Notice of Effective Date. As soon as reasonably practicable after the Effective Date, the Reorganized Debtor shall file notice of the Effective Date and shall serve a copy of the same on all Holders of Claims and Equity Interests, and all parties who have filed with the Bankruptcy Court requests to receive notices in accordance with Bankruptcy Rules 2002 and 3020(c). Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtor mailed notice of the Confirmation Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason, unless the Debtor has been informed in writing by such Entity, or is otherwise aware, of that Entity’s new address. The above-referenced notices are adequate under the particular circumstances of this Chapter 11 Case and no other or further notice is necessary.

LL. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

MM. Waiver of Stay. For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

NN. References to and Omissions of Plan Provisions. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

OO. Headings. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

PP. Effect of Conflict. This Confirmation Order supersedes any Bankruptcy Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control. If there is any inconsistency between the terms of this Confirmation Order and the terms of a final, executed Plan Supplement Document, the terms of the final, executed Plan Supplement Document will govern and control.

QQ. Resolution of Objection of Texas Taxing Authorities. Dallas County, Kaufman County, City of Allen, Allen ISD and City of Richardson (collectively, the “Tax Authorities”) assert that they are the holders of prepetition and administrative expense claims for 2019, 2020 and 2021 ad valorem real and business personal property taxes. The ad valorem property taxes for tax year 2020 shall be paid in accordance with and to the extent required under

applicable nonbankruptcy law. In the event the 2020 taxes are paid after February 1, 2021, the Tax Authorities may assert any rights and amounts they claim are owed with respect to penalties and interest that have accrued through the date of payment and the Debtor and Reorganized Debtor reserve any all rights and defenses in connection therewith.

- a. The Debtor/Reorganized Debtor shall pay all amounts owed to the Tax Authorities for tax year 2021 in accordance with and to the extent required under applicable nonbankruptcy law. The Tax Authorities shall not be required to file and serve an administrative expense claim and request for payment as a condition of allowance of their administrative expense claims pursuant to 11 U.S.C. Section 503(b)(1)(D). With regard to year 2019 ad valorem property taxes, the Tax Authorities will receive payment of their prepetition claims within 30 days of the Effective Date of the Plan. The payment will include interest from the Petition Date through the Effective Date and from the Effective Date through payment in full at the state statutory rate pursuant to 11 U.S.C. Sections 506(b), 511, and 1129, if applicable, subject to all of the Debtor's and Reorganized Debtor's rights and defenses in connection therewith. Notwithstanding any other provision in the Plan, the Tax Authorities shall (i) retain the liens that secure all prepetition and postpetition amounts ultimately owed to them, if any, as well as (ii) the state law priority of those liens until the claims are paid in full.
- b. The Tax Authorities' prepetition claims and their administrative expense claims shall not be discharged until such time as the amounts owed are paid in full. In the event of a default asserted by the Taxing Authorities, the Tax Authorities shall provide notice Debtor or Reorganized Debtor, as applicable, and may demand cure of any such asserted default. Subject to all of its rights and defenses, the Debtor or Reorganized Debtor shall have fifteen (15) days from the date of the notice to cure the default. If the alleged default is not cured, the Tax Authorities may exercise any of their respective rights under applicable law and pursue collection of all amounts owed pursuant to state law outside of the Bankruptcy Court, subject in all respects to the Debtor's and Reorganized Debtor's applicable rights and defenses. The Debtor/Reorganized Debtor shall be entitled to any notices of default required under applicable nonbankruptcy law and each of the Taxing Authorities, the Debtor and the Reorganized Debtor reserve any and all of their respective rights and defenses in connection therewith. The Debtor's and Reorganized Debtor's rights and defenses under Texas Law and the Bankruptcy Code with respect to this provision of the Confirmation Order, including their right to dispute or object to the Tax Authorities' Claims and liens, are fully preserved.

RR. Resolution of Objections of Scott Ellington and Isaac Leventon.

Pursuant to Bankruptcy Rule 9019(a), the Senior Employees' Settlement is approved in all respects. The Debtor may, only with the consent of the Committee, elect Option B for a Senior Employee Claimant by written notice to such Senior Employee Claimant on or before the occurrence of the Effective Date. If the Debtor does not elect Option B, then Option A will govern the treatment of the Liquidated Bonus Claims.

- a. Notwithstanding any language in the Plan, the Disclosure Statement, or this Confirmation Order to the contrary, if Option A applies to the Liquidated Bonus Claims of a Senior Employee Claimant, then the Liquidated Bonus Claims of such Senior Employee Claimant will receive the treatment described in paragraph 82(e) hereof, and if the Debtor timely elects Option B with respect to the Liquidated Bonus Claims of a Senior Employee Claimant, then the Liquidated Bonus Claims of such Senior Employee will receive the treatment described in paragraph 82(f) hereof.
- b. The Senior Employees' Settlement is hereby approved, without prejudice to the respective rights of Mr. Ellington and Mr. Leventon to assert all their remaining Claims against the Debtor's estate, including, but not limited to, their Class 6 PTO Claims, their remaining Class 8 General Unsecured Claims, any indemnification claims, and any Administrative Expense Claims that they may assert and is without prejudice to the rights of any party in interest to object to any such Claims.
- c. Pursuant to Bankruptcy Rule 3018(a), Mr. Ellington and Mr. Leventon were permitted to change their votes on the Plan. Accordingly, Mr. Ellington's votes on his Ballots in Class 7 and Class 8 of the Plan were changed from a rejection of the Plan to acceptance of the Plan, and Mr. Leventon's votes on his Ballots in Class 7 and Class 8 of the Plan were, changed from rejections of the Plan to acceptances of the Plan.
- d. The Senior Employees' Objection is deemed withdrawn.

SS. No Release of Claims Against Senior Employee Claimants. For the avoidance of doubt, the Senior Employees' Settlement, as approved herein, shall not, and shall not be deemed to, release any Claims or Causes of Action held by the Debtor against either Senior

Employee Claimant nor shall either Senior Employee Claimant be, or be deemed to be, a “Released Party” under the Plan.

TT. Resolution of Objection of Internal Revenue Service. Notwithstanding any other provision or term of the Plan or Confirmation Order, the following Default Provision shall control as to the United States of America, Internal Revenue Service (“IRS”) and all of its claims, including any administrative claim (the “IRS Claim”):

(a) Notwithstanding any other provision in the Plan, if the Debtor, the Reorganized Debtor, or any successor in interest fails to pay when due any payment required to be made on federal taxes, the IRS Claim, or other payment required to be made to the IRS under the terms and provisions of this Plan, the Confirmation Order, or the Internal Revenue Code (26 U.S.C.), or fails to timely file any required federal tax return, or if any other event of default as set forth in the Plan occurs, the IRS shall be entitled to give the Debtor, the Reorganized Debtor and/or any successor in interest and their counsel of record, by United States Certified Mail, written notice of the failure and/or default with demand that it be cured, and if the failure and/or default is not cured within 14 days of the date of said notice and demand, then the following shall apply to the IRS:

(1) The administrative collection powers and the rights of the IRS shall be reinstated as they existed prior to the filing of the bankruptcy petition, including, but not limited to, the assessment of taxes, the filing of a notice of Federal tax lien and the powers of levy, seizure, and collection as provided under the Internal Revenue Code;

(2) The automatic stay of 11 U.S.C. § 362 and any injunction of the Plan or in the Confirmation Order shall, with regard to the IRS only, lift or terminate without further notice or hearing by the Bankruptcy Court, and the entire prepetition liability owed to the IRS, together with any unpaid postpetition tax liabilities, may become due and payable immediately; and

(3) The IRS shall have the right to proceed to collect from the Debtor, the Reorganized Debtor or any successor in interest any of the prepetition tax liabilities and related penalties and interest through administrative or judicial collection procedures available under the United States Code as if no bankruptcy petition had been filed and as if no plan had been confirmed.

(b) If the IRS declares the Debtor, the Reorganized Debtor, or any successor-in-interest to be in default of the Debtor’s, the Reorganized Debtor’s and/ or any successor- in-interest’s obligations under the Plan, then entire prepetition liability of an IRS’ Allowed Claim, together with any unpaid postpetition tax liabilities shall become due and payable

immediately upon written demand to the Debtor, Reorganized Debtor and/or any successor-in-interest. Failure of the IRS to declare a failure and/or default does not constitute a waiver by the United States or its agency the IRS of the right to declare that the Debtor, Reorganized Debtor, and/or any successor in interest is in default.

(c) The IRS shall only be required to send two notices of failure and/or default, and upon the third event of a failure and/or default, the IRS shall be entitled to proceed as set out in paragraphs (1), (2), and/or (3) herein above without further notice to the Debtor, the Reorganized Debtor, or any successor in interest, or its counsel. The collection statute expiration date for all unpaid federal tax liabilities shall be extended pursuant to non-bankruptcy law.

(d) The Internal Revenue Service shall not be bound by any release provisions in the Plan that would release any liability of the responsible persons of the Debtor, the Reorganized Debtor, and/or any successor in interest to the IRS. The Internal Revenue Service may take such actions as it deems necessary to assess any liability that may be due and owing by the responsible persons of the Debtor, the Reorganized Debtor and/or any successor in interest to the Internal Revenue Service.

(e) Nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that the Debtor or Reorganized Debtor have under non-bankruptcy law in connection with any claim, liability or cause of action of the United States and its agency the Internal Revenue Service.

(f) The term “any payment required to be made on federal taxes,” as used herein above, is defined as: any payment or deposit required by the Internal Revenue Code to be made by the Debtor from and after the Confirmation Date, or the Reorganized Debtor and/or any successor in interest from and after the Effective Date, to the date the IRS Claim is together with interest paid in full. The term “any required tax return,” as used herein above, is defined as: any tax return or report required by the Internal Revenue Code to be made by the Debtor from and after the Confirmation Date, or the Reorganized Debtor and/or any successor in interest from and after the Effective Date, to the date the IRS Claim is together with interest paid in full.

UU. IRS Proof of Claim. Notwithstanding anything in the Plan or in this Confirmation Order, until all required tax returns are filed with and processed by the IRS, the IRS’s proof of claim will not be deemed fixed for purposes of Section 502 of the Bankruptcy Code and may be amended in order to reflect the IRS’ assessment of the Debtor’s unpaid priority and general unsecured taxes, penalties and interest.

VV. CLO Holdco, Ltd. Settlement Notwithstanding anything contained herein to the contrary, nothing in this Order is or is intended to supersede the rights and obligations of either the Debtor or CLO Holdco contained in that certain *Settlement Agreement between CLO Holdco, Ltd., and Highland Capital Management, L.P., dated January 25, 2021* [Docket No. 1838-1] (the “CLOH Settlement Agreement”). In the event of any conflict between the terms of this Order and the terms of the CLOH Settlement Agreement, the terms of the CLOH Settlement Agreement will govern.

WW. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Effective Date shall, to the maximum extent permitted under applicable law, retain jurisdiction over all matters arising out of, and related to, this Chapter 11 Case, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

XX. Payment of Statutory Fees; Filing of Quarterly Reports. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on or before the Effective Date. The Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust shall be jointly and severally liable for payment of quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 through the entry of the Final Decree for the Debtor or the dismissal or conversion of the Chapter 11 Case. Notwithstanding anything to the contrary in the Plan, the U.S. Trustee shall not be required to file any proofs of claim with respect to quarterly fees payable pursuant to 28 U.S.C. § 1930.

YY. Dissolution of the Committee. On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee’s Professionals will cease to have

any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). Notwithstanding the foregoing, any Committee member or Professional may serve following the Effective Date with respect to the Claimant Trust Oversight Board or Litigation Sub-Trust. The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date pursuant to the Plan. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's Professionals to represent either of the Trustees or to be compensated or reimbursed per the Plan, the Claimant Trust Agreement, and/or Litigation Sub-Trust in connection with such representation.

ZZ. Miscellaneous. After the Effective Date, the Debtor or Reorganized Debtor, as applicable, shall have no obligation to file with the Bankruptcy Court or serve on any parties reports that the Debtor or Reorganized Debtor, as applicable, were obligated to file under the Bankruptcy Code or a court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed before the Effective Date), ordinary course professional reports, reports to any parties otherwise required under the "first" and "second" day orders entered in this Chapter 11 Case (including any cash collateral financing orders entered in this Chapter 11 Case) and monthly or quarterly reports for Professionals; *provided, however*, that

the Debtor or Reorganized Debtor, as applicable, will comply with the U.S. Trustee's post confirmation reporting requirements.

###END OF ORDER###

Exhibit A

Fifth Amended Plan (as Modified)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹)	
)	Case No. 19-34054-sgj11
Debtor.)	
)	

**FIFTH AMENDED PLAN OF REORGANIZATION OF HIGHLAND
CAPITAL MANAGEMENT, L.P. (AS MODIFIED)**

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
Ira D. Kharasch (CA Bar No. 109084)
Gregory V. Demo (NY Bar No. 5371992)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
ikharasch@pszjlaw.com
gdemo@pszjlaw.com

HAYWARD & ASSOCIATES PLLC

Melissa S. Hayward (TX Bar No. 24044908)
Zachery Z. Annable (TX Bar No. 24053075)
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110
Email: MHayward@HaywardFirm.com
ZAnnable@HaywardFirm.com:

Counsel for the Debtor and Debtor-in-Possession

¹ The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law.....	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS.....	16
A. Administrative Expense Claims.....	16
B. Professional Fee Claims.....	17
C. Priority Tax Claims.....	17
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	18
A. Summary	18
B. Summary of Classification and Treatment of Classified Claims and Equity Interests	18
C. Elimination of Vacant Classes	19
D. Impaired/Voting Classes	19
E. Unimpaired/Non-Voting Classes	19
F. Impaired/Non-Voting Classes.....	19
G. Cramdown.....	19
H. Classification and Treatment of Claims and Equity Interests.....	19
I. Special Provision Governing Unimpaired Claims.....	24
J. Subordinated Claims	24
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THIS PLAN	24
A. Summary	24
B. The Claimant Trust	25
1. Creation and Governance of the Claimant Trust and Litigation Sub-Trust.....	25
2. Claimant Trust Oversight Committee.....	26

	<u>Page</u>
3. Purpose of the Claimant Trust.	27
4. Purpose of the Litigation Sub-Trust.....	27
5. Claimant Trust Agreement and Litigation Sub-Trust Agreement.	27
6. Compensation and Duties of Trustees.	29
7. Cooperation of Debtor and Reorganized Debtor.	29
8. United States Federal Income Tax Treatment of the Claimant Trust.	29
9. Tax Reporting.	30
10. Claimant Trust Assets.	30
11. Claimant Trust Expenses.	31
12. Trust Distributions to Claimant Trust Beneficiaries.	31
13. Cash Investments.	31
14. Dissolution of the Claimant Trust and Litigation Sub-Trust.	31
C. The Reorganized Debtor.....	32
1. Corporate Existence.....	32
2. Cancellation of Equity Interests and Release.....	32
3. Issuance of New Partnership Interests.....	32
4. Management of the Reorganized Debtor.....	33
5. Vesting of Assets in the Reorganized Debtor.....	33
6. Purpose of the Reorganized Debtor.....	33
7. Distribution of Proceeds from the Reorganized Debtor Assets; Transfer of Reorganized Debtor Assets.....	33
D. Company Action.....	34
E. Release of Liens, Claims and Equity Interests.....	35
F. Cancellation of Notes, Certificates and Instruments.....	35

	<u>Page</u>
G. Cancellation of Existing Instruments Governing Security Interests.....	35
H. Control Provisions	35
I. Treatment of Vacant Classes	36
J. Plan Documents	36
K. Highland Capital Management, L.P. Retirement Plan and Trust	36
ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	37
A. Assumption, Assignment, or Rejection of Executory Contracts and Unexpired Leases.....	37
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	38
C. Cure of Defaults for Assumed or Assigned Executory Contracts and Unexpired Leases.....	38
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS.....	39
A. Dates of Distributions	39
B. Distribution Agent	39
C. Cash Distributions.....	40
D. Disputed Claims Reserve.....	40
E. Distributions from the Disputed Claims Reserve	40
F. Rounding of Payments.....	40
G. <i>De Minimis</i> Distribution	41
H. Distributions on Account of Allowed Claims.....	41
I. General Distribution Procedures.....	41
J. Address for Delivery of Distributions.....	41
K. Undeliverable Distributions and Unclaimed Property.....	41
L. Withholding Taxes.....	42

	<u>Page</u>
M. Setoffs	42
N. Surrender of Cancelled Instruments or Securities	42
O. Lost, Stolen, Mutilated or Destroyed Securities	43
ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	43
A. Filing of Proofs of Claim	43
B. Disputed Claims.....	43
C. Procedures Regarding Disputed Claims or Disputed Equity Interests	43
D. Allowance of Claims and Equity Interests.....	44
1. Allowance of Claims.....	44
2. Estimation	44
3. Disallowance of Claims	44
ARTICLE VIII. EFFECTIVENESS OF THIS PLAN	45
A. Conditions Precedent to the Effective Date	45
B. Waiver of Conditions.....	46
C. Dissolution of the Committee	46
ARTICLE IX. EXCULPATION, INJUNCTION AND RELATED PROVISIONS	47
A. General.....	47
B. Discharge of Claims.....	47
C. Exculpation	47
D. Releases by the Debtor.....	48
E. Preservation of Rights of Action.....	49
1. Maintenance of Causes of Action	49
2. Preservation of All Causes of Action Not Expressly Settled or Released	49

	<u>Page</u>
F. Injunction	50
G. Duration of Injunctions and Stays.....	51
H. Continuance of January 9 Order	51
ARTICLE X. BINDING NATURE OF PLAN	51
ARTICLE XI. RETENTION OF JURISDICTION.....	52
ARTICLE XII. MISCELLANEOUS PROVISIONS	54
A. Payment of Statutory Fees and Filing of Reports	54
B. Modification of Plan	54
C. Revocation of Plan.....	54
D. Obligations Not Changed.....	55
E. Entire Agreement	55
F. Closing of Chapter 11 Case	55
G. Successors and Assigns.....	55
H. Reservation of Rights.....	55
I. Further Assurances.....	56
J. Severability	56
K. Service of Documents	56
L. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code.....	57
M. Governing Law	58
N. Tax Reporting and Compliance	58
O. Exhibits and Schedules	58
P. Controlling Document	58

DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

HIGHLAND CAPITAL MANAGEMENT, L.P., as debtor and debtor-in-possession in the above-captioned case (the “Debtor”), proposes the following chapter 11 plan of reorganization (the “Plan”) for, among other things, the resolution of the outstanding Claims against, and Equity Interests in, the Debtor. Unless otherwise noted, capitalized terms used in this Plan have the meanings set forth in Article I of this Plan. The Debtor is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtor’s history, business, results of operations, historical financial information, projections and assets, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents that may be Filed with the Bankruptcy Court that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Documents. All such Exhibits and Plan Documents are incorporated into and are a part of this Plan as if set forth in full herein. Subject to the other provisions of this Plan, and in accordance with the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to the Effective Date.

If this Plan cannot be confirmed, for any reason, then subject to the terms set forth herein, this Plan may be revoked.

ARTICLE I.
RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

For purposes hereof: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document, as previously amended, modified or supplemented, if applicable, shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented in accordance with its terms; (d) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Documents” are references to Articles, Sections, Exhibits and Plan Documents hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity’s successors and assigns; (h) the rules of construction set

forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (j) “\$” or “dollars” means Dollars in lawful currency of the United States of America. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Acis*” means collectively Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

2. “*Administrative Expense Claim*” means any Claim for costs and expenses of administration of the Chapter 11 Case that is Allowed pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estate and operating the business of the Debtor; and (b) all fees and charges assessed against the Estate pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, and that have not already been paid by the Debtor during the Chapter 11 Case and a Professional Fee Claim.

3. “*Administrative Expense Claims Bar Date*” means, with respect to any Administrative Expense Claim (other than a Professional Fee Claim) becoming due on or prior to the Effective Date, 5:00 p.m. (prevailing Central Time) on such date that is forty-five days after the Effective Date.

4. “*Administrative Expense Claims Objection Deadline*” means, with respect to any Administrative Expense Claim, the later of (a) ninety (90) days after the Effective Date and (b) sixty (60) days after the timely Filing of the applicable request for payment of such Administrative Expense Claim; *provided, however*, that the Administrative Expense Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

5. “*Affiliate*” of any Person means any Entity that, with respect to such Person, either (i) is an “affiliate” as defined in section 101(2) of the Bankruptcy Code, or (ii) is an “affiliate” as defined in Rule 405 of the Securities Act of 1933, or (iii) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, the term “control” (including, without limitation, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction in any respect of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

6. “*Allowed*” means, with respect to any Claim, except as otherwise provided in the Plan: (a) any Claim that is evidenced by a Proof of Claim that has been timely Filed by the Bar Date, or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy

Code or a Final Order; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; (c) a Claim Allowed pursuant to the Plan or an order of the Bankruptcy Court that is not stayed pending appeal; or (d) a Claim that is not Disputed (including for which a Proof of Claim has been timely filed in a liquidated and noncontingent amount that has not been objected to by the Claims Objection Deadline or as to which any such objection has been overruled by Final Order); *provided, however*, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed as set forth above.

7. “*Allowed Claim or Equity Interest*” means a Claim or an Equity Interest of the type that has been Allowed.

8. “*Assets*” means all of the rights, titles, and interest of the Debtor, Reorganized Debtor, or Claimant Trust, in and to property of whatever type or nature, including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property, the Debtor’s books and records, and the Causes of Action.

9. “*Available Cash*” means any Cash in excess of the amount needed for the Claimant Trust and Reorganized Debtor to maintain business operations as determined in the sole discretion of the Claimant Trustee.

10. “*Avoidance Actions*” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable nonbankruptcy law, including, without limitation, actions or remedies arising under sections 502, 510, 544, 545, and 547-553 of the Bankruptcy Code or under similar state or federal statutes and common law, including fraudulent transfer laws

11. “*Ballot*” means the form(s) distributed to holders of Impaired Claims or Equity Interests entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Case.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or any other court having jurisdiction over the Chapter 11 Case.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, in each case as amended from time to time and as applicable to the Chapter 11 Case.

15. “*Bar Date*” means the applicable deadlines set by the Bankruptcy Court for the filing of Proofs of Claim against the Debtor as set forth in the Bar Date Order, which deadlines may be or have been extended for certain Claimants by order of the Bankruptcy Court.

16. “*Bar Date Order*” means the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [D.I. 488].

17. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

18. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

19. “*Causes of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license and franchise of any kind or character whatsoever, in each case whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes, without limitation,: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims; (f) the Avoidance Actions, and (g) the Estate Claims. The Causes of Action include, without limitation, the Causes of Action belonging to the Debtor’s Estate listed on the schedule of Causes of Action to be filed with the Plan Supplement.

20. “*CEO/CRO*” means James P. Seery, Jr., the Debtor’s chief executive officer and chief restructuring officer.

21. “*Chapter 11 Case*” means the Debtor’s case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Delaware Bankruptcy Court and transferred to the Bankruptcy Court on December 4, 2019, and styled *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj-11.

22. “*Claim*” means any “claim” against the Debtor as defined in section 101(5) of the Bankruptcy Code.

23. “*Claims Objection Deadline*” means the date that is 180 days after the Confirmation Date; *provided, however*, the Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

24. “*Claimant Trust*” means the trust established for the benefit of the Claimant Trust Beneficiaries on the Effective Date in accordance with the terms of this Plan and the Claimant Trust Agreement.

25. “*Claimant Trust Agreement*” means the agreement Filed in the Plan Supplement establishing and delineating the terms and conditions of the Claimant Trust.

26. “*Claimant Trust Assets*” means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

27. “*Claimant Trust Beneficiaries*” means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

28. “*Claimant Trustee*” means James P. Seery, Jr., the Debtor’s chief executive officer and chief restructuring officer, or such other Person identified in the Plan Supplement who will act as the trustee of the Claimant Trust in accordance with the Plan, the Confirmation Order, and Claimant Trust Agreement or any replacement trustee pursuant to (and in accordance with) the Claimant Trust Agreement. The Claimant Trustee shall be responsible for, among other things, monetizing the Estate’s investment assets, resolving Claims (other than those Claims assigned to the Litigation Sub-Trust for resolution), and, as the sole officer of New GP LLC, winding down the Reorganized Debtor’s business operations.

29. “*Claimant Trust Expenses*” means all reasonable legal and other reasonable professional fees, costs, and expenses incurred by the Trustees on account of administration of the Claimant Trust, including any reasonable administrative fees and expenses, reasonable attorneys’ fees and expenses, reasonable insurance costs, taxes, reasonable escrow expenses, and other expenses.

30. “*Claimant Trust Interests*” means the non-transferable interests in the Claimant Trust that are issued to the Claimant Trust Beneficiaries pursuant to this Plan; *provided, however*, Holders of Class A Limited Partnership Interests, Class B Limited Partnership Interests, and Class C Limited Partnership Interests will not be deemed to hold Claimant Trust Interests

unless and until the Contingent Claimant Trust Interests distributed to such Holders vest in accordance with the terms of this Plan and the Claimant Trust Agreement.

31. “*Claimant Trust Oversight Committee*” means the committee of five Persons established pursuant to ARTICLE IV of this Plan to oversee the Claimant Trustee’s performance of its duties and otherwise serve the functions described in this Plan and the Claimant Trust Agreement.

32. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in ARTICLE III hereof pursuant to section 1122(a) of the Bankruptcy Code.

33. “*Class A Limited Partnership Interest*” means the Class A Limited Partnership Interests as defined in the Limited Partnership Agreement held by The Dugaboy Investment Trust, Mark and Pamela Okada Family Trust – Exempt Trust 2, Mark and Pamela Okada – Exempt Descendants’ Trust, and Mark Kiyoshi Okada, and the General Partner Interest.

34. “*Class B Limited Partnership Interest*” means the Class B Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

35. “*Class B/C Limited Partnership Interests*” means, collectively, the Class B Limited Partnership and Class C Limited Partnership Interests.

36. “*Class C Limited Partnership Interest*” means the Class C Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

37. “*Committee*” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee pursuant to 11 U.S.C. § 1102(a)(1) on October 29, 2019 [D.I. 65], consisting of (i) the Redeemer Committee of Highland Crusader Fund, (ii) Meta-e Discovery, (iii) UBS, and (iv) Acis.

38. “*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

39. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

40. “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

41. “*Convenience Claim*” means any prepetition, liquidated, and unsecured Claim against the Debtor that as of the Confirmation Date is less than or equal to \$1,000,000 or any General Unsecured Claim that makes the Convenience Class Election. For the avoidance of doubt, the Reduced Employee Claims will be Convenience Claims.

42. “*Convenience Claim Pool*” means the \$13,150,000 in Cash that shall be available upon the Effective Date for distribution to Holders of Convenience Claims under the Plan as set forth herein. Any Cash remaining in the Convenience Claim Pool after all distributions on account of Convenience Claims have been made will be transferred to the Claimant Trust and administered as a Claimant Trust Asset.

43. “*Convenience Class Election*” means the option provided to each Holder of a General Unsecured Claim that is a liquidated Claim as of the Confirmation Date on their Ballot to elect to reduce their claim to \$1,000,000 and receive the treatment provided to Convenience Claims.

44. “*Contingent Claimant Trust Interests*” means the contingent Claimant Trust Interests to be distributed to Holders of Class A Limited Partnership Interests, Holders of Class B Limited Partnership Interests, and Holders of Class C Limited Partnership Interests in accordance with this Plan, the rights of which shall not vest, and consequently convert to Claimant Trust Interests, unless and until the Claimant Trustee Files a certification that all holders of Allowed General Unsecured Claims have been paid indefeasibly in full, plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, all accrued and unpaid post-petition interest from the Petition Date at the Federal Judgment Rate and all Disputed Claims in Class 8 and Class 9 have been resolved. As set forth in the Claimant Trust Agreement, the Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests will be subordinated to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests.

45. “*Debtor*” means Highland Capital Management, L.P. in its capacity as debtor and debtor in possession in the Chapter 11 Case.

46. “*Delaware Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware.

47. “*Disclosure Statement*” means that certain *Disclosure Statement for Debtor’s Fifth Amended Chapter 11 Plan of Reorganization*, as amended, supplemented, or modified from time to time, which describes this Plan, including all exhibits and schedules thereto and references therein that relate to this Plan.

48. “*Disputed*” means with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

49. “*Disputed Claims Reserve*” means the appropriate reserve(s) or account(s) to be established on the Initial Distribution Date and maintained by the Claimant Trustee for distributions on account of Disputed Claims that may subsequently become an Allowed Claim.

50. “*Disputed Claims Reserve Amount*” means, for purposes of determining the Disputed Claims Reserve, the Cash that would have otherwise been distributed to a Holder of a Disputed Claim at the time any distributions of Cash are made to the Holders of Allowed Claims. The amount of the Disputed Claim upon which the Disputed Claims Reserve is calculated shall be: (a) the amount set forth on either the Schedules or the filed Proof of Claim, as applicable; (b) the amount agreed to by the Holder of the Disputed Claim and the Claimant Trustee or Reorganized

Debtor, as applicable; (c) the amount ordered by the Bankruptcy Court if it enters an order disallowing, in whole or in part, a Disputed Claim; or (d) as otherwise ordered by the Bankruptcy Court, including an order estimating the Disputed Claim.

51. “*Distribution Agent*” means the Claimant Trustee, or any party designated by the Claimant Trustee to serve as distribution agent under this Plan.

52. “*Distribution Date*” means the date or dates determined by the Reorganized Debtor or the Claimant Trustee, as applicable, on or after the Initial Distribution Date upon which the Distribution Agent shall make distributions to holders of Allowed Claims and Interests entitled to receive distributions under the Plan.

53. “*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions hereunder, which date shall be the Effective Date or such later date determined by the Bankruptcy Court.

54. “*Effective Date*” means the Business Day that this Plan becomes effective as provided in ARTICLE VIII hereof.

55. “*Employees*” means the employees of the Debtor set forth in the Plan Supplement.

56. “*Enjoined Parties*” means (i) all Entities who have held, hold, or may hold Claims against or Equity Interests in the Debtor (whether or not proof of such Claims or Equity Interests has been filed and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), (ii) James Dondero (“Dondero”), (iii) any Entity that has appeared and/or filed any motion, objection, or other pleading in this Chapter 11 Case regardless of the capacity in which such Entity appeared and any other party in interest, (iv) any Related Entity, and (v) the Related Persons of each of the foregoing.

57. “*Entity*” means any “entity” as defined in section 101(15) of the Bankruptcy Code and also includes any Person or any other entity.

58. “*Equity Interest*” means any Equity Security in the Debtor, including, without limitation, all issued, unissued, authorized or outstanding partnership interests, shares, of stock or limited company interests, the Class A Limited Partnership Interests, the Class B Limited Partnership Interests, and the Class C Limited Partnership Interests.

59. “*Equity Security*” means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

60. “*Estate*” means the bankruptcy estate of the Debtor created by virtue of section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

61. “*Estate Claims*” has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [D.I. 354].

62. “*Exculpated Parties*” means, collectively, (i) the Debtor and its successors and assigns, (ii) the Employees, (iii) Strand, (iv) the Independent Directors, (v) the Committee, (vi) the members of the Committee (in their official capacities), (vii) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (viii) the CEO/CRO; and (ix) the Related Persons of each of the parties listed in (iv) through (viii); *provided, however*, that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), NexBank, SSB (and any of its subsidiaries), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term “Exculpated Party.”

63. “*Executory Contract*” means a contract to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

64. “*Exhibit*” means an exhibit annexed hereto or to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time), which are incorporated by reference herein.

65. “*Federal Judgment Rate*” means the post-judgment interest rate set forth in 28 U.S.C. § 1961 as of the Effective Date.

66. “*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Case.

67. “*Final Order*” means an order or judgment of the Bankruptcy Court, which is in full force and effect, and as to which the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, new trial, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, or, in the event that an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or *certiorari*, new trial, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order shall not preclude such order from being a Final Order.

68. “*Frontier Secured Claim*” means the loan from Frontier State Bank to the Debtor in the principal amount of \$7,879,688.00 made pursuant to that certain First Amended and Restated Loan Agreement, dated March 29, 2018.

69. “*General Partner Interest*” means the Class A Limited Partnership Interest held by Strand, as the Debtor’s general partner.

70. “*General Unsecured Claim*” means any prepetition Claim against the Debtor that is not Secured and is not a/an: (a) Administrative Expense Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Priority Non-Tax Claim; or (e) Convenience Claim.

71. “*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

72. “*GUC Election*” means the option provided to each Holder of a Convenience Claim on their Ballot to elect to receive the treatment provided to General Unsecured Claims.

73. “*Holder*” means an Entity holding a Claim against, or Equity Interest in, the Debtor.

74. “*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

75. “*Independent Directors*” means John S. Dubel, James P. Seery, Jr., and Russell Nelms, the independent directors of Strand appointed on January 9, 2020, and any additional or replacement directors of Strand appointed after January 9, 2020, but prior to the Effective Date.

76. “*Initial Distribution Date*” means, subject to the “Treatment” sections in ARTICLE III hereof, the date that is on or as soon as reasonably practicable after the Effective Date, when distributions under this Plan shall commence to Holders of Allowed Claims and Equity Interests.

77. “*Insurance Policies*” means all insurance policies maintained by the Debtor as of the Petition Date.

78. “*Jefferies Secured Claim*” means any Claim in favor of Jefferies, LLC, arising under that certain Prime Brokerage Customer Agreement, dated May 24, 2013, between the Debtor and Jefferies, LLC, that is secured by the assets, if any, maintained in the prime brokerage account created by such Prime Brokerage Customer Agreement.

79. “*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

80. “*Limited Partnership Agreement*” means that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended.

81. “*Litigation Sub-Trust*” means the sub-trust established within the Claimant Trust or as a wholly –owned subsidiary of the Claimant Trust on the Effective Date in each case in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement and Claimant Trust Agreement. As set forth in the Litigation Sub-Trust Agreement, the Litigation Sub-Trust shall hold the Claimant Trust Assets that are Estate Claims.

82. “*Litigation Sub-Trust Agreement*” means the agreement filed in the Plan Supplement establishing and delineating the terms and conditions of the Litigation Sub-Trust.

83. “*Litigation Trustee*” means the trustee appointed by the Committee and reasonably acceptable to the Debtor who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

84. “*Managed Funds*” means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to this Plan.

85. “*New Frontier Note*” means that promissory note to be provided to the Allowed Holders of Class 2 Claims under this Plan and any other documents or security agreements securing the obligations thereunder.

86. “*New GP LLC*” means a limited liability company incorporated in the State of Delaware pursuant to the New GP LLC Documents to serve as the general partner of the Reorganized Debtor on the Effective Date.

87. “*New GP LLC Documents*” means the charter, operating agreement, and other formational documents of New GP LLC.

88. “*Ordinary Course Professionals Order*” means that certain *Order Pursuant to Sections 105(a), 327, 328, and 330 of the Bankruptcy Code Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course* [D.I. 176].

89. “*Other Unsecured Claim*” means any Secured Claim other than the Jefferies Secured Claim and the Frontier Secured Claim.

90. “*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, individual, corporation, company, general or limited partnership, limited liability company, unincorporated organization firm, trust, estate, business trust, association, joint stock company, joint venture, government, governmental agency, Governmental Unit or any subdivision thereof, the United States Trustee, or any other entity, whether acting in an individual, fiduciary or other capacity.

91. “*Petition Date*” means October 16, 2019.

92. “*Plan*” means this *Debtor’s Fifth Amended Chapter 11 Plan of Reorganization*, including the Exhibits and the Plan Documents and all supplements, appendices,

and schedules thereto, either in its present form or as the same may be altered, amended, modified or otherwise supplemented from time to time.

93. “*Plan Distribution*” means the payment or distribution of consideration to Holders of Allowed Claims and Allowed Equity Interests under this Plan.

94. “*Plan Documents*” means any of the documents, other than this Plan, but including, without limitation, the documents to be filed with the Plan Supplement, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, and as may be modified consistent with the terms hereof with the consent of the Committee.

95. “*Plan Supplement*” means the ancillary documents necessary for the implementation and effectuation of the Plan, including, without limitation, (i) the form of Claimant Trust Agreement, (ii) the forms of New GP LLC Documents, (iii) the form of Reorganized Limited Partnership Agreement, (iv) the Sub-Servicer Agreement (if applicable), (v) the identity of the initial members of the Claimant Trust Oversight Committee, (vi) the form of Litigation Sub-Trust Agreement; (vii) the schedule of retained Causes of Action; (viii) the New Frontier Note, (ix) the schedule of Employees; (x) the form of Senior Employee Stipulation; and (xi) the schedule of Executory Contracts and Unexpired Leases to be assumed pursuant to this Plan, which, in each case, will be in form and substance reasonably acceptable to the Debtor and the Committee.

96. “*Priority Non-Tax Claim*” means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, including any Claims for paid time-off entitled to priority under section 507(a)(4) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

97. “*Pro Rata*” means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class.

98. “*Professional*” means (a) any Entity employed in the Chapter 11 Case pursuant to section 327, 328, 363 or 1103 of the Bankruptcy Code or otherwise and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to sections 327, 328, 330, 331, 363, 503(b), 503(b)(4) and 1103 of the Bankruptcy Code.

99. “*Professional Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code, with respect to a particular Professional, for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

100. “*Professional Fee Claims Bar Date*” means with respect to Professional Fee Claims, the Business Day which is sixty (60) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

101. “*Professional Fee Claims Objection Deadline*” means, with respect to any Professional Fee Claim, thirty (30) days after the timely Filing of the applicable request for payment of such Professional Fee Claim.

102. “*Professional Fee Reserve*” means the reserve established and funded by the Claimant Trustee pursuant this Plan to provide sufficient funds to satisfy in full unpaid Allowed Professional Fee Claims.

103. “*Proof of Claim*” means a written proof of Claim or Equity Interest Filed against the Debtor in the Chapter 11 Case.

104. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

105. “*Protected Parties*” means, collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the Claimant Trust Oversight Committee (in their official capacities), (xiii) New GP LLC, (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); *provided, however*, that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), NexBank, SSB (and any of its subsidiaries), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term “Protected Party.”

106. “*PTO Claims*” means any Claim for paid time off in favor of any Debtor employee in excess of the amount that would qualify as a Priority Non-Tax Claim under section 507(a)(4) of the Bankruptcy Code.

107. “*Reduced Employee Claims*” has the meaning set forth in ARTICLE IX.D.

108. “*Reinstated*” means, with respect to any Claim or Equity Interest, (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim or Equity Interest in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder

of such Claim or Equity Interest (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

109. “*Rejection Claim*” means any Claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Confirmation Order.

110. “*Related Entity*” means, without duplication, (a) Dondero, (b) Mark Okada (“Okada”), (c) Grant Scott (“Scott”), (d) Hunter Covitz (“Covitz”), (e) any entity or person that was an insider of the Debtor on or before the Petition Date under Section 101(31) of the Bankruptcy Code, including, without limitation, any entity or person that was a non-statutory insider, (f) any entity that, after the Effective Date, is an insider or Affiliate of one or more of Dondero, Okada, Scott, Covitz, or any of their respective insiders or Affiliates, including, without limitation, The Dugaboy Investment Trust, (g) the Hunter Mountain Investment Trust and any of its direct or indirect parents, (h) the Charitable Donor Advised Fund, L.P., and any of its direct or indirect subsidiaries, and (i) Affiliates of the Debtor and any other Entities listed on the Related Entity List.

111. “*Related Entity List*” means that list of Entities filed with the Plan Supplement.

112. “*Related Persons*” means, with respect to any Person, such Person’s predecessors, successors, assigns (whether by operation of law or otherwise), and each of their respective present, future, or former officers, directors, employees, managers, managing members, members, financial advisors, attorneys, accountants, investment bankers, consultants, professionals, advisors, shareholders, principals, partners, subsidiaries, divisions, management companies, heirs, agents, and other representatives, in each case solely in their capacity as such.

113. “*Released Parties*” means, collectively, (i) the Independent Directors; (ii) Strand (solely from the date of the appointment of the Independent Directors through the Effective Date); (iii) the CEO/CRO; (iv) the Committee; (v) the members of the Committee (in their official capacities), (vi) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case; and (vii) the Employees.

114. “*Reorganized Debtor*” means the Debtor, as reorganized pursuant to this Plan on and after the Effective Date.

115. “*Reorganized Debtor Assets*” means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, “Reorganized Debtor Assets” includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

116. “*Reorganized Limited Partnership Agreement*” means that certain Fifth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., by and among the Claimant Trust, as limited partner, and New GP LLC, as general partner, Filed with the Plan Supplement.

117. “*Restructuring*” means the restructuring of the Debtor, the principal terms of which are set forth in this Plan and the Disclosure Statement.

118. “*Retained Employee Claim*” means any Claim filed by a current employee of the Debtor who will be employed by the Reorganized Debtor upon the Effective Date.

119. “*Schedules*” means the schedules of Assets and liabilities, statements of financial affairs, lists of Holders of Claims and Equity Interests and all amendments or supplements thereto Filed by the Debtor with the Bankruptcy Court [D.I. 247].

120. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the Debtor’s Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the interest of the Debtor’s Estate in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

121. “*Security*” or “*security*” means any security as such term is defined in section 101(49) of the Bankruptcy Code.

122. “*Senior Employees*” means the senior employees of the Debtor Filed in the Plan Supplement.

123. “*Senior Employee Stipulation*” means the agreements filed in the Plan Supplement between each Senior Employee and the Debtor.

124. “*Stamp or Similar Tax*” means any stamp tax, recording tax, personal property tax, conveyance fee, intangibles or similar tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

125. “*Statutory Fees*” means fees payable pursuant to 28 U.S.C. § 1930.

126. “*Strand*” means Strand Advisors, Inc., the Debtor’s general partner.

127. “*Sub-Servicer*” means a third-party selected by the Claimant Trustee to service or sub-service the Reorganized Debtor Assets.

128. “*Sub-Servicer Agreement*” means the agreement that may be entered into providing for the servicing of the Reorganized Debtor Assets by the Sub-Servicer.

129. “*Subordinated Claim*” means any Claim that is subordinated to the Convenience Claims and General Unsecured Claims pursuant to an order entered by the Bankruptcy Court (including any other court having jurisdiction over the Chapter 11 Case) after notice and a hearing.

130. “*Subordinated Claimant Trust Interests*” means the Claimant Trust Interests to be distributed to Holders of Allowed Subordinated Claims under the Plan, which such interests shall be subordinated in right and priority to the Claimant Trust Interests distributed to Holders of Allowed General Unsecured Claims as provided in the Claimant Trust Agreement.

131. “*Trust Distribution*” means the transfer of Cash or other property by the Claimant Trustee to the Claimant Trust Beneficiaries.

132. “*Trustees*” means, collectively, the Claimant Trustee and Litigation Trustee.

133. “*UBS*” means, collectively, UBS Securities LLC and UBS AG London Branch.

134. “*Unexpired Lease*” means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

135. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

136. “*Voting Deadline*” means the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted under the Order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information pursuant to section 1125(a) of the Bankruptcy Code and authorizing the Debtor to solicit acceptances of the Plan.

137. “*Voting Record Date*” means November 23, 2020.

ARTICLE II.

ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

A. Administrative Expense Claims

On the later of the Effective Date or the date on which an Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Administrative Expense Claim either (i) payment in full in Available Cash for the unpaid portion of such Allowed Administrative Expense Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtor or the Reorganized Debtor, as applicable, and such Holder; *provided, however*, that Administrative Expense Claims incurred by the Debtor in the ordinary course of business may be paid in the ordinary course of business in the discretion of the Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. All statutory fees payable under 28 U.S.C. § 1930(a) shall be paid as such fees become due.

If an Administrative Expense Claim (other than a Professional Fee Claim) is not paid by the Debtor in the ordinary course, the Holder of such Administrative Expense Claim must File, on

or before the applicable Administrative Expense Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for allowance and payment of such Administrative Expense Claim.

Objections to any Administrative Expense Claim (other than a Professional Fee Claim) must be Filed and served on the Debtor or the Reorganized Debtor, as applicable, and the party asserting such Administrative Expense Claim by the Administrative Expense Claims Objection Deadline.

B. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered through the Effective Date must submit fee applications under sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code and, upon entry of an order of the Bankruptcy Court granting such fee applications, such Professional Fee Claim shall promptly be paid in Cash in full to the extent provided in such order.

Professionals or other Entities asserting a Professional Fee Claim for services rendered on or prior to the Effective Date must File, on or before the Professional Fee Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated as requiring such notice by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of such Professional Fee Claim.

Objections to any Professional Fee Claim must be Filed and served on the Debtor or Reorganized Debtor, as applicable, and the party asserting the Professional Fee Claim by the Professional Fee Claim Objection Deadline. Each Holder of an Allowed Professional Fee Claim will be paid by the Debtor or the Claimant Trust, as applicable, in Cash within ten (10) Business Days of entry of the order approving such Allowed Professional Fee Claim.

On the Effective Date, the Claimant Trustee shall establish the Professional Fee Reserve. The Professional Fee Reserve shall vest in the Claimant Trust and shall be maintained by the Claimant Trustee in accordance with the Plan and Claimant Trust Agreement. The Claimant Trust shall fund the Professional Fee Reserve on the Effective Date in an estimated amount determined by the Debtor in good faith prior to the Confirmation Date and that approximates the total projected amount of unpaid Professional Fee Claims on the Effective Date. Following the payment of all Allowed Professional Fee Claims, any excess funds in the Professional Fee Reserve shall be released to the Claimant Trust to be used for other purposes consistent with the Plan and the Claimant Trust Agreement.

C. Priority Tax Claims

On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtor: (a) Cash in an amount of a total value as of the Effective Date of the Plan equal to the amount of such Allowed

Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, or (b) if paid over time, payment of such Allowed Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code; or (c) such other less favorable treatment as agreed to in writing by the Debtor and such Holder. Payment of statutory fees due pursuant to 28 U.S.C. § 1930(a)(6) will be made at all appropriate times until the entry of a final decree; *provided, however*, that the Debtor may prepay any or all such Claims at any time, without premium or penalty.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF
CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Summary

All Claims and Equity Interests, except Administrative Expense Claims and Priority Tax Claims, are classified in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, and Priority Tax Claims have not been classified.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes including, without limitation, confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled (in each case, by the Debtor or any other Entity) prior to the Effective Date.

B. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1	Jefferies Secured Claim	Unimpaired	Deemed to Accept
2	Frontier Secured Claim	Impaired	Entitled to Vote
3	Other Secured Claims	Unimpaired	Deemed to Accept
4	Priority Non-Tax Claim	Unimpaired	Deemed to Accept
5	Retained Employee Claim	Unimpaired	Deemed to Accept
6	PTO Claims	Unimpaired	Deemed to Accept
7	Convenience Claims	Impaired	Entitled to Vote
8	General Unsecured Claims	Impaired	Entitled to Vote
9	Subordinated Claims	Impaired	Entitled to Vote
10	Class B/C Limited Partnership Interests	Impaired	Entitled to Vote
11	Class A Limited Partnership Interests	Impaired	Entitled to Vote

C. Elimination of Vacant Classes

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

D. Impaired/Voting Classes

Claims and Equity Interests in Class 2 and Class 7 through Class 11 are Impaired by the Plan, and only the Holders of Claims or Equity Interests in those Classes are entitled to vote to accept or reject the Plan.

E. Unimpaired/Non-Voting Classes

Claims in Class 1 and Class 3 through Class 6 are Unimpaired by the Plan, and such Holders are deemed to have accepted the Plan and are therefore not entitled to vote on the Plan.

F. Impaired/Non-Voting Classes

There are no Classes under the Plan that will not receive or retain any property and no Classes are deemed to reject the Plan.

G. Cramdown

If any Class of Claims or Equity Interests is deemed to reject this Plan or does not vote to accept this Plan, the Debtor may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Equity Interests, or any class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

H. Classification and Treatment of Claims and Equity Interests

1. *Class 1 – Jefferies Secured Claim*

- *Classification:* Class 1 consists of the Jefferies Secured Claim.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 1 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtor: (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtor and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment rendering such Claim Unimpaired. Each Holder of an Allowed Class 1 Claim will retain the Liens securing its Allowed Class 1 Claim as of the Effective Date until

full and final payment of such Allowed Class 1 Claim is made as provided herein.

- *Impairment and Voting:* Class 1 is Unimpaired, and the Holders of Class 1 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

2. *Class 2 – Frontier Secured Claim*

- *Classification:* Class 2 consists of the Frontier Secured Claim.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 2 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim: (A) Cash in an amount equal to all accrued but unpaid interest on the Frontier Claim through and including the Effective Date and (B) the New Frontier Note. The Holder of an Allowed Class 2 Claim will retain the Liens securing its Allowed Class 2 Claim as of the Effective Date until full and final payment of such Allowed Class 2 Claim is made as provided herein.
- *Impairment and Voting:* Class 2 is Impaired, and the Holders of Class 2 Claims are entitled to vote to accept or reject this Plan.

3. *Class 3 – Other Secured Claims*

- *Classification:* Class 3 consists of the Other Secured Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 3 Claim is Allowed on the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 3 Claim, at the option of the Debtor, or following the Effective Date, the Reorganized Debtor or Claimant Trustee, as applicable, (i) Cash equal to such Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code Section 506(b), or (iii) such other treatment rendering such Claim Unimpaired.
- *Impairment and Voting:* Class 3 is Unimpaired, and the Holders of Class 3 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 3 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

4. Class 4 – Priority Non-Tax Claims

- *Classification:* Class 4 consists of the Priority Non-Tax Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 4 Claim is Allowed on the Effective Date or (ii) the date on which such Class 4 Claim becomes an Allowed Class 4 Claim, each Holder of an Allowed Class 4 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 4 Claim Cash equal to the amount of such Allowed Class 4 Claim.
- *Impairment and Voting:* Class 4 is Unimpaired, and the Holders of Class 4 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

5. Class 5 – Retained Employee Claims

- *Classification:* Class 5 consists of the Retained Employee Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the Effective Date, each Allowed Class 5 Claim will be Reinstated.
- *Impairment and Voting:* Class 5 is Unimpaired, and the Holders of Class 5 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 5 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

6. Class 6 – PTO Claims

- *Classification:* Class 6 consists of the PTO Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 6 Claim is Allowed on the Effective Date or (ii) the date on which such Class 6 Claim becomes an Allowed Class 6 Claim, each Holder of an Allowed Class 6 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 6 Claim Cash equal to the amount of such Allowed Class 6 Claim.
- *Impairment and Voting:* Class 6 is Unimpaired, and the Holders of Class 6 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 6

Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

7. *Class 7 – Convenience Claims*

- *Classification:* Class 7 consists of the Convenience Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 7 Claim is Allowed on the Effective Date or (ii) the date on which such Class 7 Claim becomes an Allowed Class 7 Claim, each Holder of an Allowed Class 7 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Class 7 Claim (1) the treatment provided to Allowed Holders of Class 8 General Unsecured Claims if the Holder of such Class 7 Claim makes the GUC Election or (2) an amount in Cash equal to the lesser of (a) 85% of the Allowed amount of such Holder's Class 7 Claim or (b) such Holder's Pro Rata share of the Convenience Claims Cash Pool.
- *Impairment and Voting:* Class 7 is Impaired, and the Holders of Class 7 Claims are entitled to vote to accept or reject this Plan.

8. *Class 8 – General Unsecured Claims*

- *Classification:* Class 8 consists of the General Unsecured Claims.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 8 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Claimant Trust Interests, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing, or (iii) the treatment provided to Allowed Holders of Class 7 Convenience Claims if the Holder of such Class 8 General Unsecured Claim is eligible and makes a valid Convenience Class Election.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any General Unsecured Claim, except with respect to any General Unsecured Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 8 is Impaired, and the Holders of Class 8 Claims are entitled to vote to accept or reject this Plan.

9. Class 9 – Subordinated Claims

- *Classification:* Class 9 consists of the Subordinated Claims.

Treatment: On the Effective Date, Holders of Subordinated Claims shall receive either (i) their Pro Rata share of the Subordinated Claimant Trust Interests or, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee may agree upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Subordinated Claim, except with respect to any Subordinated Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 9 is Impaired, and the Holders of Class 9 Claims are entitled to vote to accept or reject this Plan.

10. Class 10 – Class B/C Limited Partnership Interests

- *Classification:* Class 10 consists of the Class B/C Limited Partnership Interests.

- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 10 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class B/C Limited Partnership Interest Claim, except with respect to any Class B/C Limited Partnership Interest Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 10 is Impaired, and the Holders of Class 10 Claims are entitled to vote to accept or reject this Plan.

11. Class 11 – Class A Limited Partnership Interests

- *Classification:* Class 11 consists of the Class A Limited Partnership Interests.

- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 11 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class A Limited Partnership Interest, except with respect to any Class A Limited Partnership Interest Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 11 is Impaired, and the Holders of Class 11 Claims are entitled to vote to accept or reject this Plan.

I. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan will affect the Debtor's rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

J. Subordinated Claims

The allowance, classification, and treatment of all Claims under the Plan shall take into account and conform to the contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Upon written notice and hearing, the Debtor the Reorganized Debtor, and the Claimant Trustee reserve the right to seek entry of an order by the Bankruptcy Court to re-classify or to subordinate any Claim in accordance with any contractual, legal, or equitable subordination relating thereto, and the treatment afforded any Claim under the Plan that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THIS PLAN

A. Summary

As discussed in the Disclosure Statement, the Plan will be implemented through (i) the Claimant Trust, (ii) the Litigation Sub-Trust, and (iii) the Reorganized Debtor.

On the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be cancelled, and new Class A Limited Partnership Interests in the Reorganized Debtor will be issued to the Claimant Trust and New GP LLC – a newly-chartered limited liability company wholly-owned by the Claimant Trust. The Claimant Trust, as limited

partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor, and on and following the Effective Date, the Claimant Trust will be the Reorganized Debtor's limited partner and New GP LLC will be its general partner. The Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement, which will amend and restate, in all respects, the Debtor's current Limited Partnership Agreement. Following the Effective Date, the Reorganized Debtor will be managed consistent with the terms of the Reorganized Limited Partnership Agreement by New GP LLC. The sole managing member of New GP LLC will be the Claimant Trust, and the Claimant Trustee will be the sole officer of New GP LLC on the Effective Date.

Following the Effective Date, the Claimant Trust will administer the Claimant Trust Assets pursuant to this Plan and the Claimant Trust Agreement, and the Litigation Trustee will pursue, if applicable, the Estate Claims pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan. The Reorganized Debtor will administer the Reorganized Debtor Assets and, if needed, with the utilization of a Sub-Servicer, which administration will include, among other things, managing the wind down of the Managed Funds.

Although the Reorganized Debtor will manage the wind down of the Managed Funds, it is currently anticipated that neither the Reorganized Debtor nor the Claimant Trust will assume or assume and assign the contracts between the Debtor and certain Related Entities pursuant to which the Debtor provides shared services and sub-advisory services to those Related Entities. The Debtor believes that the continued provision of the services under such contracts will not be cost effective.

The Reorganized Debtor will distribute all proceeds from the wind down to the Claimant Trust, as its limited partner, and New GP LLC, as its general partner, in each case in accordance with the Reorganized Limited Partnership Agreement. Such proceeds, along with the proceeds of the Claimant Trust Assets, will ultimately be distributed to the Claimant Trust Beneficiaries as set forth in this Plan and the Claimant Trust Agreement.

B. The Claimant Trust²

1. Creation and Governance of the Claimant Trust and Litigation Sub-Trust.

On or prior to the Effective Date, the Debtor and the Claimant Trustee shall execute the Claimant Trust Agreement and shall take all steps necessary to establish the Claimant Trust and the Litigation Sub-Trust in accordance with the Plan in each case for the benefit of the Claimant Trust Beneficiaries. Additionally, on or prior to the Effective Date, the Debtor shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Claimant Trust all of its rights, title, and interest in and to all of the Claimant Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Claimant Trust Assets shall automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement, and

² In the event of a conflict between the terms of this summary and the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, the terms of the Claimant Trust Agreement or the Litigation Sub-Trust Agreement, as applicable, shall control.

such transfer shall be exempt from any stamp, real estate transfer, mortgage from any stamp, transfer, reporting, sales, use, or other similar tax.

The Claimant Trustee shall be the exclusive trustee of the Claimant Trust Assets, excluding the Estate Claims and the Litigation Trustee shall be the exclusive trustee with respect to the Estate Claims in each case for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Claimant Trust Assets. The Claimant Trustee shall also be responsible for resolving all Claims and Equity Interests in Class 8 through Class 11, under the supervision of the Claimant Trust Oversight Committee.

On the Effective Date, the Claimant Trustee and Litigation Trustee shall execute the Litigation Sub-Trust Agreement and shall take all steps necessary to establish the Litigation Sub-Trust. Upon the creation of the Litigation Sub-Trust, the Claimant Trust shall irrevocably transfer and assign to the Litigation Sub-Trust the Estate Claims. The Claimant Trust shall be governed by the Claimant Trust Agreement and administered by the Claimant Trustee. The powers, rights, and responsibilities of the Claimant Trustee shall be specified in the Claimant Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting to the Claimant Trust Oversight Committee as may be set forth in the Claimant Trust Agreement. The Claimant Trust shall hold and distribute the Claimant Trust Assets (including the proceeds from the Estate Claims, if any) in accordance with the provisions of the Plan and the Claimant Trust Agreement; *provided* that the Claimant Trust Oversight Committee may direct the Claimant Trust to reserve Cash from distributions as necessary to fund the Claimant Trust and Litigation Sub-Trust. Other rights and duties of the Claimant Trustee and the Claimant Trust Beneficiaries shall be as set forth in the Claimant Trust Agreement. After the Effective Date, neither the Debtor nor the Reorganized Debtor shall have any interest in the Claimant Trust Assets.

The Litigation Sub-Trust shall be governed by the Litigation Sub-Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Sub-Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting as may be set forth in the Litigation Sub-Trust Agreement. The Litigation Sub-Trust shall investigate, prosecute, settle, or otherwise resolve the Estate Claims in accordance with the provisions of the Plan and the Litigation Sub-Trust Agreement and shall distribute the proceeds therefrom to the Claimant Trust for distribution. Other rights and duties of the Litigation Trustee shall be as set forth in the Litigation Sub-Trust Agreement.

2. Claimant Trust Oversight Committee

The Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor (through the Claimant Trust's role as managing member of New GP LLC) and the Litigation Sub-Trust will be overseen by the Claimant Trust Oversight Committee, subject to the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, as applicable.

The Claimant Trust Oversight Committee will initially consist of five members. Four of the five members will be representatives of the members of the Committee: (i) the Redeemer Committee of Highland Crusader Fund, (ii) UBS, (iii) Acis, and (iv) Meta-e Discovery. The fifth member will be an independent, natural Person chosen by the Committee and reasonably acceptable to the Debtor. The members of the Claimant Trust Oversight Committee may be replaced as set forth in the Claimant Trust Agreement. The identity of the members of the Claimant Trust Oversight Committee will be disclosed in the Plan Supplement.

As set forth in the Claimant Trust Agreement, in no event will any member of the Claimant Trust Oversight Committee with a Claim against the Estate be entitled to vote, opine, or otherwise be involved in any matters related to such member's Claim.

The independent member(s) of the Claimant Trust Oversight Committee may be entitled to compensation for their services as set forth in the Claimant Trust Agreement. Any member of the Claimant Trust Oversight Committee may be removed, and successor chosen, in the manner set forth in the Claimant Trust Agreement.

3. Purpose of the Claimant Trust.

The Claimant Trust shall be established for the purpose of (i) managing and monetizing the Claimant Trust Assets, subject to the terms of the Claimant Trust Agreement and the oversight of the Claimant Trust Oversight Committee, (ii) serving as the limited partner of, and holding the limited partnership interests in, the Reorganized Debtor, (iii) serving as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner, (iv) in its capacity as the sole member and manager of New GP LLC, overseeing the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement; and (v) administering the Disputed Claims Reserve and serving as Distribution Agent with respect to Disputed Claims in Class 7 or Class 8.

In its management of the Claimant Trust Assets, the Claimant Trust will also reconcile and object to the General Unsecured Claims, Subordinated Claims, Class B/C Limited Partnership Interests, and Class A Limited Partnership Interests, as provided for in this Plan and the Claimant Trust Agreement, and make Trust Distributions to the Claimant Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

The purpose of the Reorganized Debtor is discussed at greater length in ARTICLE IV.C.

4. Purpose of the Litigation Sub-Trust.

The Litigation Sub-Trust shall be established for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims. Any proceeds therefrom shall be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries pursuant to the terms of the Claimant Trust Agreement.

5. Claimant Trust Agreement and Litigation Sub-Trust Agreement.

The Claimant Trust Agreement generally will provide for, among other things:

- (i) the payment of the Claimant Trust Expenses;
- (ii) the payment of other reasonable expenses of the Claimant Trust;
- (iii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation;
- (iv) the investment of Cash by the Claimant Trustee within certain limitations, including those specified in the Plan;
- (v) the orderly monetization of the Claimant Trust Assets;
- (vi) litigation of any Causes of Action, which may include the prosecution, settlement, abandonment, or dismissal of any such Causes of Action, subject to reporting and oversight by the Claimant Trust Oversight Committee;
- (vii) the resolution of Claims and Equity Interests in Class 8 through Class 11, subject to reporting and oversight by the Claimant Trust Oversight Committee;
- (viii) the administration of the Disputed Claims Reserve and distributions to be made therefrom; and
- (ix) the management of the Reorganized Debtor, including the utilization of a Sub-Servicer, with the Claimant Trust serving as the managing member of New GP LLC.

Except as otherwise ordered by the Bankruptcy Court, the Claimant Trust Expenses shall be paid from the Claimant Trust Assets in accordance with the Plan and Claimant Trust Agreement. The Claimant Trustee may establish a reserve for the payment of Claimant Trust Expense (including, without limitation, any reserve for potential indemnification claims as authorized and provided under the Claimant Trust Agreement), and shall periodically replenish such reserve, as necessary.

In furtherance of, and consistent with the purpose of, the Claimant Trust and the Plan, the Trustees, for the benefit of the Claimant Trust, shall, subject to reporting and oversight by the Claimant Trust Oversight Committee as set forth in the Claimant Trust Agreement: (i) hold the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries, (ii) make Distributions to the Claimant Trust Beneficiaries as provided herein and in the Claimant Trust Agreement, and (iii) have the sole power and authority to prosecute and resolve any Causes of Action and objections to Claims and Equity Interests (other than those assigned to the Litigation Sub-Trust), without approval of the Bankruptcy Court. Except as otherwise provided in the Claimant Trust Agreement, the Claimant Trustee shall be responsible for all decisions and duties with respect to the Claimant Trust and the Claimant Trust Assets; *provided, however*, that the prosecution and resolution of any Estate Claims included in the Claimant Trust Assets shall be the responsibility of the Litigation Trustee. The Litigation Sub-Trust Agreement generally will provide for, among other things:

- (i) the payment of other reasonable expenses of the Litigation Sub-Trust;

(ii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation; and

(iii) the investigation and prosecution of Estate Claims, which may include the prosecution, settlement, abandonment, or dismissal of any such Estate Claims, subject to reporting and oversight as set forth in the Litigation Sub-Trust Agreement.

The Trustees, on behalf of the Claimant Trust and Litigation Sub-Trust, as applicable, may each employ, without further order of the Bankruptcy Court, employees and other professionals (including those previously retained by the Debtor and the Committee) to assist in carrying out the Trustees' duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further Order of the Bankruptcy Court from the Claimant Trust Assets in accordance with the Plan and the Claimant Trust Agreement.

The Claimant Trust Agreement and Litigation Sub-Trust Agreement may include reasonable and customary provisions that allow for indemnification by the Claimant Trust in favor of the Claimant Trustee, Litigation Trustee, and the Claimant Trust Oversight Committee. Any such indemnification shall be the sole responsibility of the Claimant Trust and payable solely from the Claimant Trust Assets.

6. Compensation and Duties of Trustees.

The salient terms of each Trustee's employment, including such Trustee's duties and compensation shall be set forth in the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, as appropriate. The Trustees shall each be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

7. Cooperation of Debtor and Reorganized Debtor.

To effectively investigate, prosecute, compromise and/or settle the Claims and/or Causes of Action that constitute Claimant Trust Assets (including Estate Claims), the Claimant Trustee, Litigation Trustee, and each of their professionals may require reasonable access to the Debtor's and Reorganized Debtor's documents, information, and work product relating to the Claimant Trust Assets. Accordingly, the Debtor and the Reorganized Debtor, as applicable, shall reasonably cooperate with the Claimant Trustee and Litigation Trustee, as applicable, in their prosecution of Causes of Action and in providing the Claimant Trustee and Litigation Trustee with copies of documents and information in the Debtor's possession, custody, or control on the Effective Date that either Trustee indicates relates to the Estate Claims or other Causes of Action.

The Debtor and Reorganized Debtor shall preserve all records, documents or work product (including all electronic records, documents, or work product) related to the Claims and Causes of Action, including Estate Claims, until the earlier of (a) the dissolution of the Reorganized Debtor or (b) termination of the Claimant Trust and Litigation Sub-Trust.

8. United States Federal Income Tax Treatment of the Claimant Trust.

Unless the IRS requires otherwise, for all United States federal income tax purposes, the parties shall treat the transfer of the Claimant Trust Assets to the Claimant Trust as: (a) a transfer

of the Claimant Trust Assets (other than the amounts set aside in the Disputed Claims Reserve, if the Claimant Trustee makes the election described in Section 7 below) directly to the applicable Claimant Trust Beneficiaries followed by (b) the transfer by the such Claimant Trust Beneficiaries to the Claimant Trust of such Claimant Trust Assets in exchange for the Claimant Trust Interests. Accordingly, the applicable Claimant Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Claimant Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

9. Tax Reporting.

(a) The Claimant Trustee shall file tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claims Reserve as a separate taxable entity.

(b) The Claimant Trustee shall be responsible for payment, out of the Claimant Trust Assets, of any taxes imposed on the Claimant Trust or its assets.

(c) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Claimant Trust Beneficiaries of such valuation, and such valuation shall be used consistently for all federal income tax purposes.

(d) The Claimant Trustee shall distribute such tax information to the applicable Claimant Trust Beneficiaries as the Claimant Trustee determines is required by applicable law.

10. Claimant Trust Assets.

The Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Causes of Action included in the Claimant Trust Assets (except for the Estate Claims) without any further order of the Bankruptcy Court, and the Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to sell, liquidate, or otherwise monetize all Claimant Trust Assets, except as otherwise provided in this Plan or in the Claimant Trust Agreement, without any further order of the Bankruptcy Court. Notwithstanding anything herein to the contrary, the Litigation Trustee shall have the exclusive right to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Estate Claims included in the Claimant Trust Assets without any further order of the Bankruptcy Court.

From and after the Effective Date, the Trustees, in accordance with section 1123(b)(3) and (4) of the Bankruptcy Code, and on behalf of the Claimant Trust, shall each serve as a representative of the Estate with respect to any and all Claimant Trust Assets, including the Causes of Action and Estate Claims, as appropriate, and shall retain and possess the right to (a) commence, pursue, settle, compromise, or abandon, as appropriate, any and all Causes of Action in any court or other tribunal and (b) sell, liquidate, or otherwise monetize all Claimant Trust Assets.

11. Claimant Trust Expenses.

From and after the Effective Date, the Claimant Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Claimant Trust, the Litigation Sub-Trust, and any professionals retained by such parties and entities from the Claimant Trust Assets, except as otherwise provided in the Claimant Trust Agreement.

12. Trust Distributions to Claimant Trust Beneficiaries.

The Claimant Trustee, in its discretion, may make Trust Distributions to the Claimant Trust Beneficiaries at any time and/or use the Claimant Trust Assets or proceeds thereof, *provided* that such Trust Distributions or use is otherwise permitted under the terms of the Plan, the Claimant Trust Agreement, and applicable law.

13. Cash Investments.

With the consent of the Claimant Trust Oversight Committee, the Claimant Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in a manner consistent with the terms of the Claimant Trust Agreement; *provided, however*, that such investments are investments permitted to be made by a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

14. Dissolution of the Claimant Trust and Litigation Sub-Trust.

The Trustees and the Claimant Trust and Litigation Sub-Trust shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Claimant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets; *provided, however*, that each extension must be approved, upon a finding that the extension is necessary to facilitate or complete the recovery on, and liquidation of the Claimant Trust Assets, by the Bankruptcy Court within 6 months of the beginning of the extended term and

no extension, together with any prior extensions, shall exceed three years without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes.

Upon dissolution of the Claimant Trust, and pursuant to the Claimant Trust Agreement, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

C. The Reorganized Debtor

1. Corporate Existence

The Debtor will continue to exist after the Effective Date, with all of the powers of partnerships pursuant to the law of the State of Delaware and as set forth in the Reorganized Limited Partnership Agreement.

2. Cancellation of Equity Interests and Release

On the Effective Date, (i) all prepetition Equity Interests, including the Class A Limited Partnership Interests and the Class B/C Limited Partnership Interests, in the Debtor shall be canceled, and (ii) all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, the Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement.

3. Issuance of New Partnership Interests

On the Effective Date, the Debtor or the Reorganized Debtor, as applicable, will issue new Class A Limited Partnership Interests to (i) the Claimant Trust, as limited partner, and (ii) New GP LLC, as general partner, and will admit (a) the Claimant Trust as the limited partner of the Reorganized Debtor, and (b) New GP LLC as the general partner of the Reorganized Debtor. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor. Also, on the Effective Date, the Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement and receive partnership interests in the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement.

The Reorganized Limited Partnership Agreement does not provide for, and specifically disclaims, the indemnification obligations under the Limited Partnership Agreement, including any such indemnification obligations that accrued or arose or could have been brought prior to the Effective Date. Any indemnification Claims under the Limited Partnership Agreement that accrued, arose, or could have been filed prior to the Effective Date will be resolved through the Claims resolution process provided that a Claim is properly filed in accordance with the Bankruptcy Code, the Plan, or the Bar Date Order. Each of the Debtor, the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust reserve all rights with respect to any such indemnification Claims.

4. Management of the Reorganized Debtor

Subject to and consistent with the terms of the Reorganized Limited Partnership Agreement, the Reorganized Debtor shall be managed by its general partner, New GP LLC. The initial officers and employees of the Reorganized Debtor shall be selected by the Claimant Trustee. The Reorganized Debtor may, in its discretion, also utilize a Sub-Servicer in addition to or in lieu of the retention of officers and employees.

As set forth in the Reorganized Limited Partnership Agreement, New GP LLC will receive a fee for managing the Reorganized Debtor. Although New GP LLC will be a limited liability company, it will elect to be treated as a C-Corporation for tax purposes. Therefore, New GP LLC (and any taxable income attributable to it) will be subject to corporate income taxation on a standalone basis, which may reduce the return to Claimants.

5. Vesting of Assets in the Reorganized Debtor

Except as otherwise provided in this Plan or the Confirmation Order, on or after the Effective Date, all Reorganized Debtor Assets will vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.

The Reorganized Debtor shall be the exclusive trustee of the Reorganized Debtor Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Reorganized Debtor Assets.

6. Purpose of the Reorganized Debtor

Except as may be otherwise provided in this Plan or the Confirmation Order, the Reorganized Debtor will continue to manage the Reorganized Debtor Assets (which shall include, for the avoidance of doubt, serving as the investment manager of the Managed Funds) and may use, acquire or dispose of the Reorganized Debtor Assets and compromise or settle any Claims with respect to the Reorganized Debtor Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. The Reorganized Debtor shall oversee the resolution of Claims in Class 1 through Class 7.

Without limiting the foregoing, the Reorganized Debtor will pay the charges that it incurs after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

7. Distribution of Proceeds from the Reorganized Debtor Assets; Transfer of Reorganized Debtor Assets

Any proceeds received by the Reorganized Debtor will be distributed to the Claimant Trust, as limited partner, and New GP LLC, as general partner, in the manner set forth in the Reorganized Limited Partnership Agreement. As set forth in the Reorganized Limited Partnership Agreement,

the Reorganized Debtor may, from time to time distribute Reorganized Debtor Assets to the Claimant Trust either in Cash or in-kind, including to institute the wind-down and dissolution of the Reorganized Debtor. Any assets distributed to the Claimant Trust will be (i) deemed transferred in all respects as forth in ARTICLE IV.B.1, (ii) deemed Claimant Trust Assets, and (iii) administered as Claimant Trust Assets.

D. Company Action

Each of the Debtor, the Reorganized Debtor, and the Trustees, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, the Claimant Trust Agreement, the Reorganized Limited Partnership Agreement, or the New GP LLC Documents, as applicable, in the name of and on behalf of the Debtor, the Reorganized Debtor, or the Trustees, as applicable, and in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtor or the Reorganized Debtor, as applicable, or by any other Person.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, partners, directors, managers, or members of the Debtor, any Related Entity, or any Affiliate thereof (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, partners, directors, managers or members of such Persons, or the need for any approvals, authorizations, actions or consents of any Person.

All matters provided for in this Plan involving the legal or corporate structure of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, and any legal or corporate action required by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, in connection with this Plan, will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, partners, directors, managers, or members of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, or by any other Person. On the Effective Date, the appropriate officers of the Debtor and the Reorganized Debtor, as applicable, as well as the Trustees, are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtor and the Reorganized Debtor, as well as the Trustees, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The appropriate officer of the Debtor, the Reorganized Debtor, as well as the Trustees, will be authorized to certify or attest to any of the foregoing actions.

E. Release of Liens, Claims and Equity Interests

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, from and after the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens or Equity Interests extinguished pursuant to the prior sentence will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable. For the avoidance of doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

F. Cancellation of Notes, Certificates and Instruments

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim or Equity Interest and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. For the avoidance of doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

G. Cancellation of Existing Instruments Governing Security Interests

Upon payment or other satisfaction of an Allowed Class 1 or Allowed Class 2 Claim, or promptly thereafter, the Holder of such Allowed Class 1 or Allowed Class 2 Claim shall deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, any collateral or other property of the Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Class 1 or Allowed Class 2 Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

H. Control Provisions

To the extent that there is any inconsistency between this Plan as it relates to the Claimant Trust, the Claimant Trust Agreement, the Reorganized Debtor, or the Reorganized Limited Partnership Agreement, this Plan shall control.

I. Treatment of Vacant Classes

Any Claim or Equity Interest in a Class considered vacant under ARTICLE III.C of this Plan shall receive no Plan Distributions.

J. Plan Documents

The documents, if any, to be Filed as part of the Plan Documents, including any documents filed with the Plan Supplement, and any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in ARTICLE I hereof) and fully enforceable as if stated in full herein.

The Debtor and the Committee are currently working to finalize the forms of certain of the Plan Documents to be filed with the Plan Supplement. To the extent that the Debtor and the Committee cannot agree as to the form and content of such Plan Documents, they intend to submit the issue to non-binding mediation pursuant to the *Order Directing Mediation* entered on August 3, 2020 [D.I. 912].

K. Highland Capital Management, L.P. Retirement Plan and Trust

The Highland Capital Management, L.P. Retirement Plan And Trust (“Pension Plan”) is a single-employer defined benefit pension plan covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). 29 U.S.C. §§ 1301-1461. The Debtor is the contributing sponsor and, as such, the PBGC asserts that the Debtor is liable along with any members of the contributing sponsor’s controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) with respect to the Pension Plan.

Upon the Effective Date, the Reorganized Debtor shall be deemed to have assumed the Pension Plan and shall comply with all applicable statutory provisions of ERISA and the Internal Revenue Code (the “IRC”), including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§ 1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; and administering the Pension Plan in accordance with its terms and the provisions of ERISA and the IRC. In the event that the Pension Plan terminates after the Plan of Reorganization Effective Date, the PBGC asserts that the Reorganized Debtor and each of its controlled group members will be responsible for the liabilities imposed by Title IV of ERISA.

Notwithstanding any provision of the Plan, the Confirmation Order, or the Bankruptcy Code (including section 1141 thereof) to the contrary, neither the Plan, the Confirmation Order, or the Bankruptcy Code shall be construed as discharging, releasing, exculpating or relieving the Debtor, the Reorganized Debtor, or any person or entity in any capacity, from any liability or responsibility, if any, with respect to the Pension Plan under any law, governmental policy, or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility against any person or entity as a result of any of the provisions of the Plan, the Confirmation Order, or the Bankruptcy Code. The Debtor reserves the right to contest any such liability or responsibility.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption, Assignment, or Rejection of Executory Contracts and Unexpired Leases

Unless an Executory Contract or Unexpired Lease: (i) was previously assumed or rejected by the Debtor pursuant to this Plan on or prior to the Confirmation Date; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtor on or before the Confirmation Date; (iv) contains a change of control or similar provision that would be triggered by the Chapter 11 Case (unless such provision has been irrevocably waived); or (v) is specifically designated as a contract or lease to be assumed in the Plan or the Plan Supplement, on the Confirmation Date, each Executory Contract and Unexpired Lease shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, unless such Executory Contract or Unexpired Lease is listed in the Plan Supplement.

At any time on or prior to the Confirmation Date, the Debtor may (i) amend the Plan Supplement in order to add or remove a contract or lease from the list of contracts to be assumed or (ii) assign (subject to applicable law) any Executory Contract or Unexpired Lease, as determined by the Debtor in consultation with the Committee, or the Reorganized Debtor, as applicable.

The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, rejections, and assumptions and assignments. Except as otherwise provided herein or agreed to by the Debtor and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith. To the extent applicable, no change of control (or similar provision) will be deemed to occur under any such Executory Contract or Unexpired Lease.

If certain, but not all, of a contract counterparty's Executory Contracts and/or Unexpired Leases are rejected pursuant to the Plan, the Confirmation Order shall be a determination that such counterparty's Executory Contracts and/or Unexpired Leases that are being assumed pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and/or Unexpired Leases that are being rejected pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must file a timely objection to the Plan on the grounds that their agreements are integrated and not severable, and any such dispute shall be resolved by the Bankruptcy Court at the Confirmation Hearing (to the extent not resolved by the parties prior to the Confirmation Hearing).

Notwithstanding anything herein to the contrary, the Debtor shall assume or reject that certain real property lease with Crescent TC Investors L.P. ("Landlord") for the Debtor's headquarters located at 200/300 Crescent Ct., Suite #700, Dallas, Texas 75201 (the "Lease") in accordance with the notice to Landlord, procedures and timing required by 11 U.S.C. §365(d)(4),

as modified by that certain *Agreed Order Granting Motion to Extend Time to Assume or Reject Unexpired Nonresidential Real Property Lease* [Docket No. 1122].

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Any Executory Contract or Unexpired Lease not assumed or rejected on or before the Confirmation Date shall be deemed rejected, pursuant to the Confirmation Order. Any Person asserting a Rejection Claim shall File a proof of claim within thirty days of the Confirmation Date. Any Rejection Claims that are not timely Filed pursuant to this Plan shall be forever disallowed and barred. If one or more Rejection Claims are timely Filed, the Claimant Trustee may File an objection to any Rejection Claim.

Rejection Claims shall be classified as General Unsecured Claims and shall be treated in accordance with ARTICLE III of this Plan.

C. Cure of Defaults for Assumed or Assigned Executory Contracts and Unexpired Leases

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed or assigned hereunder is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtor upon assumption or assignment thereof, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts may otherwise agree. The Debtor may serve a notice on the Committee and parties to Executory Contracts or Unexpired Leases to be assumed or assigned reflecting the Debtor's or Reorganized Debtor's intention to assume or assign the Executory Contract or Unexpired Lease in connection with this Plan and setting forth the proposed cure amount (if any).

If a dispute regarding (1) the amount of any payments to cure a default, (2) the ability of the Debtor, the Reorganized Debtor, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or assigned or (3) any other matter pertaining to assumption or assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or assignment.

Assumption or assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable cure amounts pursuant to this ARTICLE V.C shall result in the full release and satisfaction of any cure amounts, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assigned Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assignment. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed or assigned in the Chapter 11 Case, including pursuant to the Confirmation Order, and for which any cure amounts have been fully paid pursuant to this ARTICLE V.C, shall be deemed disallowed and expunged as of the Confirmation Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Dates of Distributions

Except as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim or Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Equity Interest against the Debtor shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class and in the manner provided herein. If any payment or act under this Plan is required to be made or performed on a date that is not on a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent there are Disputed Claims or Equity Interests, distributions on account of any such Disputed Claims or Equity Interests shall be made pursuant to the provisions provided in this Plan. Except as otherwise provided in this Plan, Holders of Claims and Equity Interests shall not be entitled to interest, dividends or accruals on the distributions provided for therein, regardless of whether distributions are delivered on or at any time after the Effective Date.

Upon the Effective Date, all Claims and Equity Interests against the Debtor shall be deemed fixed and adjusted pursuant to this Plan and none of the Debtor, the Reorganized Debtor, or the Claimant Trust will have liability on account of any Claims or Equity Interests except as set forth in this Plan and in the Confirmation Order. All payments and all distributions made by the Distribution Agent under this Plan shall be in full and final satisfaction, settlement and release of all Claims and Equity Interests against the Debtor and the Reorganized Debtor.

At the close of business on the Distribution Record Date, the transfer ledgers for the Claims against the Debtor and the Equity Interests in the Debtor shall be closed, and there shall be no further changes in the record holders of such Claims and Equity Interests. The Debtor, the Reorganized Debtor, the Trustees, and the Distribution Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize the transfer of any Claims against the Debtor or Equity Interests in the Debtor occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date irrespective of the number of distributions to be made under this Plan to such Persons or the date of such distributions.

B. Distribution Agent

Except as provided herein, all distributions under this Plan shall be made by the Claimant Trustee, as Distribution Agent, or by such other Entity designated by the Claimant Trustee, as a Distribution Agent on the Effective Date or thereafter. The Reorganized Debtor will be the Distribution Agent with respect to Claims in Class 1 through Class 7.

The Claimant Trustee, or such other Entity designated by the Claimant Trustee to be the Distribution Agent, shall not be required to give any bond or surety or other security for the performance of such Distribution Agent's duties unless otherwise ordered by the Bankruptcy Court.

The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

The Distribution Agent shall not have any obligation to make a particular distribution to a specific Holder of an Allowed Claim if such Holder is also the Holder of a Disputed Claim.

C. Cash Distributions

Distributions of Cash may be made by wire transfer from a domestic bank, except that Cash payments made to foreign creditors may be made in such funds and by such means as the Distribution Agent determines are necessary or customary in a particular foreign jurisdiction.

D. Disputed Claims Reserve

On or prior to the Initial Distribution Date, the Claimant Trustee shall establish, fund and maintain the Disputed Claims Reserve(s) in the appropriate Disputed Claims Reserve Amounts on account of any Disputed Claims.

E. Distributions from the Disputed Claims Reserve

The Disputed Claims Reserve shall at all times hold Cash in an amount no less than the Disputed Claims Reserve Amount. To the extent a Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, within 30 days of the date on which such Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, the Claimant Trustee shall distribute from the Disputed Claims Reserve to the Holder thereof any prior distributions, in Cash, that would have been made to such Allowed Claim if it had been Allowed as of the Effective Date. For the avoidance of doubt, each Holder of a Disputed Claim that subsequently becomes an Allowed Claim will also receive its Pro Rata share of the Claimant Trust Interests. If, upon the resolution of all Disputed Claims any Cash remains in the Disputed Claims Reserve, such Cash shall be transferred to the Claimant Trust and be deemed a Claimant Trust Asset.

F. Rounding of Payments

Whenever this Plan would otherwise call for, with respect to a particular Person, payment of a fraction of a dollar, the actual payment or distribution shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. To the extent that Cash to be distributed under this Plan remains undistributed as a result of the aforementioned rounding, such Cash or stock shall be treated as "Unclaimed Property" under this Plan.

G. De Minimis Distribution

Except as to any Allowed Claim that is Unimpaired under this Plan, none of the Debtor, the Reorganized Debtor, or the Distribution Agent shall have any obligation to make any Plan Distributions with a value of less than \$100, unless a written request therefor is received by the Distribution Agent from the relevant recipient at the addresses set forth in ARTICLE VI.J hereof within 120 days after the later of the (i) Effective Date and (ii) the date such Claim becomes an Allowed Claim. *De minimis* distributions for which no such request is timely received shall revert to the Claimant Trust. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically deemed satisfied, discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

H. Distributions on Account of Allowed Claims

Except as otherwise agreed by the Holder of a particular Claim or as provided in this Plan, all distributions shall be made pursuant to the terms of this Plan and the Confirmation Order. Except as otherwise provided in this Plan, distributions to any Holder of an Allowed Claim shall, to the extent applicable, be allocated first to the principal amount of any such Allowed Claim, as determined for U.S. federal income tax purposes and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising accrued but unpaid interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

I. General Distribution Procedures

The Distribution Agent shall make all distributions of Cash or other property required under this Plan, unless this Plan specifically provides otherwise. All Cash and other property held by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, for ultimate distribution under this Plan shall not be subject to any claim by any Person.

J. Address for Delivery of Distributions

Distributions to Holders of Allowed Claims, to the extent provided for under this Plan, shall be made (1) at the addresses set forth in any written notices of address change delivered to the Debtor and the Distribution Agent; (2) at the address set forth on any Proofs of Claim Filed by such Holders (to the extent such Proofs of Claim are Filed in the Chapter 11 Case), (2), or (3) at the addresses in the Debtor's books and records.

If there is any conflict or discrepancy between the addresses set forth in (1) through (3) in the foregoing sentence, then (i) the address in Section (2) shall control; (ii) if (2) does not apply, the address in (1) shall control, and (iii) if (1) does not apply, the address in (3) shall control.

K. Undeliverable Distributions and Unclaimed Property

If the distribution to the Holder of any Allowed Claim is returned to the Reorganized Debtor or the Claimant Trust as undeliverable, no further distribution shall be made to such Holder, and Distribution Agent shall not have any obligation to make any further distribution to the Holder, unless and until the Distribution Agent is notified in writing of such Holder's then current address.

Any Entity that fails to claim any Cash within six months from the date upon which a distribution is first made to such Entity shall forfeit all rights to any distribution under this Plan and such Cash shall thereafter be deemed an Claimant Trust Asset in all respects and for all purposes. Entities that fail to claim Cash shall forfeit their rights thereto and shall have no claim whatsoever against the Debtor's Estate, the Reorganized Debtor, the Claimant Trust, or against any Holder of an Allowed Claim to whom distributions are made by the Distribution Agent.

L. Withholding Taxes

In connection with this Plan, to the extent applicable, the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. The Distribution Agent shall be entitled to deduct any U.S. federal, state or local withholding taxes from any Cash payments made with respect to Allowed Claims, as appropriate. As a condition to receiving any distribution under this Plan, the Distribution Agent may require that the Holder of an Allowed Claim entitled to receive a distribution pursuant to this Plan provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Distribution Agent to comply with applicable tax reporting and withholding laws. If a Holder fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

M. Setoffs

The Distribution Agent may, to the extent permitted under applicable law, set off against any Allowed Claim and any distributions to be made pursuant to this Plan on account of such Allowed Claim, the claims, rights and causes of action of any nature that the Debtor, the Reorganized Debtor, or the Distribution Agent may hold against the Holder of such Allowed Claim that are not otherwise waived, released or compromised in accordance with this Plan; *provided, however*, that neither such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, the Reorganized Debtor, or the Claimant Trustee of any such claims, rights and causes of action that the Debtor, the Reorganized Debtor, or Claimant Trustee possesses against such Holder. Any Holder of an Allowed Claim subject to such setoff reserves the right to challenge any such setoff in the Bankruptcy Court or any other court with jurisdiction with respect to such challenge.

N. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any distribution pursuant to this Plan on account of an Allowed Claim evidenced by negotiable instruments, securities, or notes canceled pursuant to ARTICLE IV of this Plan, the Holder of such Claim will tender the applicable negotiable instruments, securities, or notes evidencing such Claim (or a sworn affidavit identifying the negotiable instruments, securities, or notes formerly held by such Holder and certifying that they have been lost), to the Distribution Agent unless waived in writing by the Distribution Agent.

O. Lost, Stolen, Mutilated or Destroyed Securities

In addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim or Equity Interest evidenced by a security or note that has been lost, stolen, mutilated, or destroyed will, in lieu of surrendering such security or note to the extent required by this Plan, deliver to the Distribution Agent: (i) evidence reasonably satisfactory to the Distribution Agent of such loss, theft, mutilation, or destruction; and (ii) such security or indemnity as may be required by the Distribution Agent to hold such party harmless from any damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim or Equity Interest. Upon compliance with ARTICLE VI.O of this Plan as determined by the Distribution Agent, by a Holder of a Claim evidenced by a security or note, such Holder will, for all purposes under this Plan, be deemed to have surrendered such security or note to the Distribution Agent.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED AND DISPUTED CLAIMS**

A. Filing of Proofs of Claim

Unless such Claim appeared in the Schedules and is not listed as disputed, contingent, or unliquidated, or such Claim has otherwise been Allowed or paid, each Holder of a Claim was required to file a Proof of Claim on or prior to the Bar Date.

B. Disputed Claims

Following the Effective Date, each of the Reorganized Debtor or the Claimant Trustee, as applicable, may File with the Bankruptcy Court an objection to the allowance of any Disputed Claim or Disputed Equity Interest, request the Bankruptcy Court subordinate any Claims to Subordinated Claims, or any other appropriate motion or adversary proceeding with respect to the foregoing by the Claims Objection Deadline or, at the discretion of the Reorganized Debtor or Claimant Trustee, as applicable, compromised, settled, withdrew or resolved without further order of the Bankruptcy Court, and (ii) unless otherwise provided in the Confirmation Order, the Reorganized Debtor or the Claimant Trust, as applicable, are authorized to settle, or withdraw any objections to, any Disputed Claim or Disputed Equity Interests following the Effective Date without further notice to creditors (other than the Entity holding such Disputed Claim or Disputed Equity Interest) or authorization of the Bankruptcy Court, in which event such Claim or Equity Interest shall be deemed to be an Allowed Claim or Equity Interest in the amount compromised for purposes of this Plan.

C. Procedures Regarding Disputed Claims or Disputed Equity Interests

No payment or other distribution or treatment shall be made on account of a Disputed Claim or Disputed Equity Interest unless and until such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interests and the amount of such Allowed Claim or Equity Interest, as applicable, is determined by order of the Bankruptcy Court or by stipulation between the Reorganized Debtor or Claimant Trust, as applicable, and the Holder of the Claim or Equity Interest.

D. Allowance of Claims and Equity Interests

Following the date on which a Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interest after the Distribution Date, the Distribution Agent shall make a distribution to the Holder of such Allowed Claim or Equity Interest in accordance with the Plan.

1. Allowance of Claims

After the Effective Date and subject to the other provisions of this Plan, the Reorganized Debtor or the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Claim. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Case prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim or Equity Interest will become an Allowed Claim or Equity Interest unless and until such Claim or Equity Interest is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered an order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim or Equity Interest.

2. Estimation

Subject to the other provisions of this Plan, the Debtor, prior to the Effective Date, and the Reorganized Debtor or the Claimant Trustee, as applicable, after the Effective Date, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim or Disputed Equity Interest pursuant to applicable law and in accordance with this Plan and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim or Disputed Equity Interest, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or Equity Interest or during the pendency of any appeal relating to any such objection. All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims or Equity Interests may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation proceeding.

3. Disallowance of Claims

Any Claims or Equity Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court Order with respect thereto has been entered and all sums due, if any, to the Reorganized Debtor or the Claimant Trust, as applicable, by that Entity have been turned over or paid to the Reorganized Debtor or the Claimant Trust, as applicable.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS AGREED TO BY THE DEBTOR, REORGANIZED DEBTOR, OR CLAIMANT TRUSTEE, AS APPLICABLE,

ANY AND ALL PROOFS OF CLAIM FILED AFTER THE BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

**ARTICLE VIII.
EFFECTIVENESS OF THIS PLAN**

A. Conditions Precedent to the Effective Date

The Effective Date of this Plan will be conditioned upon the satisfaction or waiver by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee with such consent not to be unreasonably withheld), pursuant to the provisions of ARTICLE VIII.B of this Plan of the following:

- This Plan and the Plan Documents, including the Claimant Trust Agreement and the Reorganized Limited Partnership Agreement, and all schedules, documents, supplements and exhibits to this Plan shall have been Filed in form and substance reasonably acceptable to the Debtor and the Committee.
- The Confirmation Order shall have become a Final Order and shall be in form and substance reasonably acceptable to the Debtor and the Committee. The Confirmation Order shall provide that, among other things, (i) the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee are authorized to take all actions necessary or appropriate to effectuate and consummate this Plan, including, without limitation, (a) entering into, implementing, effectuating, and consummating the contracts, instruments, releases, and other agreements or documents created in connection with or described in this Plan, (b) assuming the Executory Contracts and Unexpired Leases set forth in the Plan Supplement, (c) making all distributions and issuances as required under this Plan; and (d) entering into any transactions as set forth in the Plan Documents; (ii) the provisions of the Confirmation Order and this Plan are nonseverable and mutually dependent; (iii) the implementation of this Plan in accordance with its terms is authorized; (iv) pursuant to section 1146 of the Bankruptcy Code, the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of Assets contemplated under this Plan, shall not be subject to any Stamp or Similar Tax; and (v) the vesting of the Claimant Trust Assets in the Claimant Trust and the Reorganized Debtor Assets in the Reorganized Debtor, in each case as of the Effective Date free and clear of liens and claims to the fullest extent permissible under applicable law pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.
- All documents and agreements necessary to implement this Plan, including without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust

Agreement, and the New GP LLC Documents, in each case in form and substance reasonably acceptable to the Debtor and the Committee, shall have (a) been tendered for delivery, and (b) been effected by, executed by, or otherwise deemed binding upon, all Entities party thereto and shall be in full force and effect. All conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All authorizations, consents, actions, documents, approvals (including any governmental approvals), certificates and agreements necessary to implement this Plan, including, without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust Agreement, and the New GP LLC Documents, shall have been obtained, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws and any applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain or prevent effectiveness or consummation of the Restructuring.
- The Debtor shall have obtained applicable directors' and officers' insurance coverage that is acceptable to each of the Debtor, the Committee, the Claimant Trust Oversight Committee, the Claimant Trustee and the Litigation Trustee.
- The Professional Fee Reserve shall be funded pursuant to this Plan in an amount determined by the Debtor in good faith.

B. Waiver of Conditions

The conditions to effectiveness of this Plan set forth in this ARTICLE VIII (other than that the Confirmation Order shall have been entered) may be waived in whole or in part by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee), without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or effectuate this Plan. The failure to satisfy or waive a condition to the Effective Date may be asserted by the Debtor regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtor to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable.

C. Dissolution of the Committee

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on

the Effective Date or filed and served after the Effective Date pursuant to the Plan. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's Professionals to represent either of the Trustees or to be compensated or reimbursed per the Plan and the Claimant Trust Agreement in connection with such representation.

ARTICLE IX.
EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions and treatments under the Plan shall take into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise.

B. Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, all consideration distributed under this Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtor or any of its Assets or properties, and regardless of whether any property will have been distributed or retained pursuant to this Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtor and its Estate will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

C. Exculpation

Subject in all respects to ARTICLE XII.D of this Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(iv); *provided, however*, the foregoing

will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan, including ARTICLE IV.C.2, protecting such Exculpated Parties from liability.

D. Releases by the Debtor

On and after the Effective Date, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, including, but not limited to, the Claimant Trust and the Litigation Sub-Trust from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Person.

Notwithstanding anything contained herein to the contrary, the foregoing release does not release: (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

Notwithstanding anything herein to the contrary, any release provided pursuant to this ARTICLE IX.D (i) with respect to a Senior Employee, is conditioned in all respects on (a) such Senior Employee executing a Senior Employee Stipulation on or prior to the Effective Date and (b) the reduction of such Senior Employee's Allowed Claim as set forth in the Senior Employee Stipulation (such amount, the "Reduced Employee Claim"), and (ii) with respect to any Employee, including a Senior Employee, shall be deemed null and void and of no force and effect (1) if there is more than one member of the Claimant Trust Oversight Committee who does not represent entities holding a Disputed or Allowed Claim (the "Independent Members"), the Claimant Trustee and the Independent Members by majority vote determine or (2) if there is only one Independent Member, the Independent Member after discussion with the Claimant Trustee, determines (in each case after discussing with the full Claimant Trust Oversight Committee) that such Employee (regardless of whether the Employee is then currently employed by the Debtor, the Reorganized Debtor, or the Claimant Trustee):

- sues, attempts to sue, or threatens or works with or assists any entity or person to sue, attempt to sue, or threaten the Reorganized Debtor, the Claimant Trust, the Litigation

Sub-Trust, or any of their respective employees or agents, or any Released Party on or in connection with any claim or cause of action arising prior to the Effective Date,

- has taken any action that, impairs or harms the value of the Claimant Trust Assets or the Reorganized Debtor Assets, or
- (x) upon the request of the Claimant Trustee, has failed to provide reasonable assistance in good faith to the Claimant Trustee or the Reorganized Debtor with respect to (1) the monetization of the Claimant Trust Assets or Reorganized Debtor Assets, as applicable, or (2) the resolution of Claims, or (y) has taken any action that impedes or frustrates the Claimant Trustee or the Reorganized Debtor with respect to any of the foregoing.

Provided, however, that the release provided pursuant to this ARTICLE IX.D will vest and the Employee will be indefeasibly released pursuant to this ARTICLE IX.D if such Employee's release has not been deemed null and void and of no force and effect on or prior to the date that is the date of dissolution of the Claimant Trust pursuant to the Claimant Trust Agreement.

By executing the Senior Employee Stipulation embodying this release, each Senior Employee acknowledges and agrees, without limitation, to the terms of this release and the tolling agreement contained in the Senior Employee Stipulation.

The provisions of this release and the execution of a Senior Employee Stipulation will not in any way prevent or limit any Employee from (i) prosecuting its Claims, if any, against the Debtor's Estate, (ii) defending him or herself against any claims or causes of action brought against the Employee by a third party, or (iii) assisting other persons in defending themselves from any Estate Claims brought by the Litigation Trustee (but only with respect to Estate Claims brought by the Litigation Trustee and not collection or other actions brought by the Claimant Trustee).

E. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in this Plan, after the Effective Date, the Reorganized Debtor or the Claimant Trust will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action included in the Reorganized Debtor Assets or Claimant Trust Assets, as applicable, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Case and, as the successors in interest to the Debtor and the Estate, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Causes of Action without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in this Plan or any Final Order (including, without limitation, the Confirmation Order), such Cause of Action is expressly reserved for later adjudication by the Reorganized Debtor or Claimant Trust, as applicable (including,

without limitation, Causes of Action not specifically identified or of which the Debtor may presently be unaware or that may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action as a consequence of the confirmation, effectiveness, or consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except where such Causes of Action have been expressly released in this Plan or any other Final Order (including, without limitation, the Confirmation Order). In addition, the right of the Reorganized Debtor or the Claimant Trust to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, is expressly reserved.

F. Injunction

Upon entry of the Confirmation Order, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, from taking any actions to interfere with the implementation or consummation of the Plan.

Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

The injunctions set forth herein shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation Sub-Trust, and the Claimant Trust and their respective property and interests in property.

Subject in all respects to ARTICLE XII.D, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court

(i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; *provided, however*, the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in ARTICLE XI, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

G. Duration of Injunctions and Stays

ARTICLE II. Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, (i) all injunctions and stays entered during the Chapter 11 Case and in existence on the Confirmation Date shall remain in full force and effect in accordance with their terms; and (ii) the automatic stay arising under section 362 of the Bankruptcy Code shall remain in full force and effect subject to Section 362(c) of the Bankruptcy Code, and to the extent necessary if the Debtor does not receive a discharge, the Court will enter an equivalent order under Section 105.

H. Continuance of January 9 Order

Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, the restrictions set forth in paragraphs 9 and 10 of the *Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course*, entered by the Bankruptcy Court on January 9, 2020 [D.I. 339] shall remain in full force and effect following the Effective Date.

**ARTICLE X.
BINDING NATURE OF PLAN**

On the Effective Date, and effective as of the Effective Date, the Plan, including, without limitation, the provisions in ARTICLE IX, will bind, and will be deemed binding upon, all Holders of Claims against and Equity Interests in the Debtor and such Holder's respective successors and assigns, to the maximum extent permitted by applicable law, notwithstanding whether or not such Holder will receive or retain any property or interest in property under the Plan. All Claims and Debts shall be fixed and adjusted pursuant to this Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, Governmental Unit or parish in which any instrument related to the Plan or related to any transaction contemplated thereby is to be recorded with respect to any taxes of the kind specified in Bankruptcy Code section 1146(a).

ARTICLE XI.
RETENTION OF JURISDICTION

Pursuant to sections 105 and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Reorganized Debtor, the Claimant Trust, and this Plan to the maximum extent legally permissible, including, without limitation, jurisdiction to:

- allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured, unsecured, or subordinated status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of any Claim or Equity Interest;
- grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided, however*, that, from and after the Effective Date, the Reorganized Debtor shall pay Professionals in the ordinary course of business for any work performed after the Effective Date subject to the terms of this Plan and the Confirmation Order, and such payment shall not be subject to the approval of the Bankruptcy Court;
- resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor, Reorganized Debtor, or Claimant Trust may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, any dispute regarding whether a contract or lease is or was executory or expired;
- make any determination with respect to a claim or cause of action against a Protected Party as set forth in ARTICLE IX;
- resolve any claim or cause of action against an Exculpated Party or Protected Party arising from or related to the Chapter 11 Case, the negotiation of this Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, or the transactions in furtherance of the foregoing;
- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any sale, disposition, assignment or other transfer of the Reorganized Debtor Assets or Claimant Trust Assets, including any break-up compensation or expense reimbursement that may be requested by a purchaser thereof; *provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;

- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any borrowing or the incurrence of indebtedness, whether secured or unsecured by the Reorganized Debtor or Claimant Trust; *provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;
- resolve any issues related to any matters adjudicated in the Chapter 11 Case;
- ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;
- decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action (including Estate Claims) that are pending as of the Effective Date or that may be commenced in the future, including approval of any settlements, compromises, or other resolutions as may be requested by the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee whether under Bankruptcy Rule 9019 or otherwise, and grant or deny any applications involving the Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor, the Claimant Trustee, or Litigation Trustee after the Effective Date, provided that the Reorganized Debtor, the Claimant Trustee, and the Litigation Trustee shall reserve the right to commence actions in all appropriate forums and jurisdictions;
- enter such orders as may be necessary or appropriate to implement, effectuate, or consummate the provisions of this Plan, the Plan Documents, and all other contracts, instruments, releases, and other agreements or documents adopted in connection with this Plan, the Plan Documents, or the Disclosure Statement;
- resolve any cases, controversies, suits or disputes that may arise in connection with the implementation, effectiveness, consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;
- issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with implementation, effectiveness, consummation, or enforcement of this Plan, except as otherwise provided in this Plan;
- enforce the terms and conditions of this Plan and the Confirmation Order;
- resolve any cases, controversies, suits or disputes with respect to the release, exculpation, indemnification, and other provisions contained herein and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;
- enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

- resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Documents, or any contract, instrument, release, indenture or other agreement or document adopted in connection with this Plan or the Disclosure Statement; and
- enter an order concluding or closing the Chapter 11 Case after the Effective Date.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees and Filing of Reports

All outstanding Statutory Fees shall be paid on the Effective Date. All such fees payable, and all such fees that become due and payable, after the Effective Date shall be paid by the Reorganized Debtor when due or as soon thereafter as practicable until the Chapter 11 Case is closed, converted, or dismissed. The Claimant Trustee shall File all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Claimant Trustee shall File with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee. The Reorganized Debtor shall remain obligated to pay Statutory Fees to the Office of the U.S. Trustee until the earliest of the Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order with the consent of the Committee, such consent not to be unreasonably withheld; and (b) after the entry of the Confirmation Order, the Debtor may, after notice and hearing and entry of an order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

C. Revocation of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to File a subsequent chapter 11 plan with the consent of the Committee. If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan, assumption of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other Entity.

D. Obligations Not Changed

Notwithstanding anything in this Plan to the contrary, nothing herein will affect or otherwise limit or release any non-Debtor Entity's (including any Exculpated Party's) duties or obligations, including any contractual and indemnification obligations, to the Debtor, the Reorganized Debtor, or any other Entity whether arising under contract, statute, or otherwise.

E. Entire Agreement

Except as otherwise described herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

F. Closing of Chapter 11 Case

The Claimant Trustee shall, after the Effective Date and promptly after the full administration of the Chapter 11 Case, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

G. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtor and its successors and assigns, including, without limitation, the Reorganized Debtor and the Claimant Trustee. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

H. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Effective Date occurs. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtor, the Reorganized Debtor, the Claimant Trustee, or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtor, the Reorganized Debtor, or the Claimant Trustee with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Neither the exclusion or inclusion by the Debtor of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Documents, nor anything contained in this Plan, will constitute an admission by the Debtor that any such contract or lease is or is not an executory contract or lease or that the Debtor, the Reorganized Debtor, the Claimant Trustee, or their respective Affiliates has any liability thereunder.

Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the

Debtor, the Reorganized Debtor, or the Claimant Trustee under any executory or non-executory contract.

Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, under any executory or non-executory contract or lease.

If there is a dispute regarding whether a contract or lease is or was executory at the time of its assumption under this Plan, the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract.

I. Further Assurances

The Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder, and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order. On or before the Effective Date, the Debtor shall File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

J. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

K. Service of Documents

All notices, requests, and demands to or upon the Debtor, the Reorganized Debtor, or the Claimant Trustee to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered addressed as follows:

If to the Claimant Trust:

Highland Claimant Trust
c/o Highland Capital Management, L.P.
300 Crescent Court, Suite 700

Dallas, Texas 75201
Attention: James P. Seery, Jr.

If to the Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

If to the Reorganized Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

L. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

To the extent permitted by applicable law, pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents or taxing authority to forego the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to

evidence and implement the provisions of and the distributions to be made under this Plan; (ii) the maintenance or creation of security or any Lien as contemplated by this Plan; and (iii) assignments, sales, or transfers executed in connection with any transaction occurring under this Plan.

M. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Texas, without giving effect to the principles of conflicts of law of such jurisdiction; *provided, however*, that corporate governance matters relating to the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trust, as applicable, shall be governed by the laws of the state of organization of the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trustee, as applicable.

N. Tax Reporting and Compliance

The Debtor is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtor is for all taxable periods ending after the Petition Date through, and including, the Effective Date.

O. Exhibits and Schedules

All exhibits and schedules to this Plan, if any, including the Exhibits and the Plan Documents, are incorporated and are a part of this Plan as if set forth in full herein.

P. Controlling Document

In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and of the Confirmation Order, on the other hand, shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any provision of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and any provision of the Confirmation Order, on the other hand, that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan, the Disclosure Statement, and the Plan Documents, as applicable.

[Remainder of Page Intentionally Blank]

Dated: January 22, 2021

Respectfully submitted,

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: 

James P. Seery, Jr.
Chief Executive Officer and Chief Restructuring
Officer

Prepared by:

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
Ira D. Kharasch (CA Bar No. 109084)
Gregory V. Demo (NY Bar No. 5371992)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
ikharasch@pszjlaw.com
gdemo@pszjlaw.com

and

HAYWARD & ASSOCIATES PLLC

Melissa S. Hayward (TX Bar No. 24044908)
Zachery Z. Annable (TX Bar No. 24053075)
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110
Email: MHayward@HaywardFirm.com
ZAnnable@HaywardFirm.com

Counsel for the Debtor and Debtor-in-Possession

Case 19-34054-sgj11 Doc 1943 Filed 02/22/21 Entered 02/22/21 16:48:16 Page 157 of
161

Exhibit B

Schedule of CLO Management Agreements and Related Contracts to Be Assumed

Schedule of CLO Management Agreements and Related Contracts to Be Assumed

1. Servicing Agreement, dated December 20, 2007, by and among Greenbriar CLO, Ltd., and Highland Capital Management, L.P.
2. Investment Management Agreement, dated November 1, 2007, by and between Longhorn Credit Funding, LLC, and Highland Capital Management, L.P. (as amended)
3. Reference Portfolio Management Agreement, dated August 1, 2016, by and between Highland Capital Management, L.P., and Valhalla CLO, Ltd.
4. Collateral Servicing Agreement, dated December 20, 2006, by and among Highland Park CDO I, Ltd., and Highland Capital Management, L.P.
5. Portfolio Management Agreement, dated March 15, 2005, by and among Southfork CLO Ltd., and Highland Capital Management, L.P.
6. Amended and Restated Portfolio Management Agreement, dated November 30, 2005, by and among Jaspar CLO Ltd., and Highland Capital Management, L.P.
7. Servicing Agreement, dated May 31, 2007, by and among Westchester CLO, Ltd., and Highland Capital Management, L.P.
8. Servicing Agreement, dated May 10, 2006, by and among Rockwall CDO Ltd. and Highland Capital Management, L.P. (as amended)
9. Portfolio Management Agreement, dated December 8, 2005, by and between Liberty CLO, Ltd., and Highland Capital Management, L.P.
10. Servicing Agreement, dated March 27, 2008, by and among Aberdeen Loan Funding, Ltd., and Highland Capital Management, L.P.
11. Servicing Agreement, dated May 9, 2007, by and among Rockwall CDO II Ltd. and Highland Capital Management, L.P.
12. Collateral Management Agreement, by and between, Highland Loan Funding V Ltd. and Highland Capital Management, L.P., dated August 1, 2001.
13. Collateral Management Agreement, dated August 18, 1999, by and between Highland Legacy Limited and Highland Capital Management, L.P.
14. Servicing Agreement, dated November 30, 2006, by and among Grayson CLO Ltd., and Highland Capital Management, L.P. (as amended)
15. Servicing Agreement, dated October 25, 2007, by and among Stratford CLO Ltd., and Highland Capital Management, L.P.
16. Servicing Agreement, dated August 3, 2006, by and among Red River CLO Ltd., and Highland Capital Management, L.P. (as amended)
17. Servicing Agreement, dated December 21, 2006, by and among Brentwood CLO, Ltd., and Highland Capital Management, L.P.
18. Servicing Agreement, dated March 13, 2007, by and among Eastland CLO Ltd., and Highland Capital Management, L.P.

19. Portfolio Management, Agreement, dated October 13, 2005, by and among Gleneagles CLO, Ltd., and Highland Capital Management, L.P.
20. Members' Agreement and Amendment, dated November 15, 2017, by and between Highland CLO Funding, Ltd. and Highland Capital Management, L.P.
21. Collateral Management Agreement, dated May 19, 1998, by and between Pam Capital Funding LP, Ranger Asset Mgt LP and Highland Capital Management, L.P.
22. Collateral Management Agreement, dated August 6, 1997, by and between Pamco Cayman Ltd., Ranger Asset Mgt LP and Highland Capital Management, L.P.
23. Amendment No. 1 to Servicing Agreement, October 2, 2007, between Highland Capital Management, L.P. and Red River CLO Ltd. et al
24. Interim Collateral Management Agreement, June 15, 2005, between Highland Capital Management, L.P. and Rockwall CDO Ltd
25. Amendment No. 1 to Servicing Agreement, October 2, 2007, between Highland Capital Management, L.P. and Rockwall CDO Ltd
26. Collateral Servicing Agreement dated December 20, 2006, between Highland Capital Management, L.P. and Highland Park CDO I, Ltd.; The Bank of New York Trust Company, National Association
27. Representations and Warranties Agreement, dated December 20, 2006, between Highland Capital Management, L.P. and Highland Park CDO I, Ltd.
28. Collateral Administration Agreement, dated March 27, 2008, between Highland Capital Management, L.P. and Aberdeen Loan Funding, Ltd.; State Street Bank and Trust Company
29. Collateral Administration Agreement, dated December 20, 2007, between Highland Capital Management, L.P. and Greenbriar CLO, Ltd.; State Street Bank and Trust Company
30. Collateral Acquisition Agreement, dated March 13, 2007, between Highland Capital Management, L.P. and Eastland CLO, Ltd
31. Collateral Administration Agreement, dated March 13, 2007, between Highland Capital Management, L.P. and Eastland CLO, Ltd. and Investors Bank and Trust Company
32. Collateral Administration Agreement, dated October 13, 2005, between Highland Capital Management, L.P. and Gleneagles CLO, Ltd.; JPMorgan Chase Bank, National Association
33. Collateral Acquisition Agreement, dated November 30, 2006, between Highland Capital Management, L.P. and Grayson CLO, Ltd.
34. Collateral Administration Agreement, dated November 30, 2006, between Highland Capital Management, L.P. and Grayson CLO, Ltd.; Investors Bank & Trust Company
35. Collateral Acquisition Agreement, dated August 3, 2006, between Highland Capital Management, L.P. and Red River CLO, Ltd.

36. Collateral Administration Agreement, dated August 3, 2006, between Highland Capital Management, L.P. and Red River CLO, Ltd.; U.S. Bank National Association
37. Master Warehousing and Participation Agreement, dated April 19, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Highland Special Opportunities Holding Company
38. Master Warehousing and Participation Agreement, dated February 2, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.
39. Master Warehousing and Participation Agreement (Amendment No. 2), dated May 5, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.
40. Master Warehousing and Participation Agreement (Amendment No. 1), dated April 12, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.
41. Master Warehousing and Participation Agreement (Amendment No. 3), dated June 22, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.
42. Master Warehousing and Participation Agreement (Amendment No. 4), dated July 17, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; MMP-5 Funding, LLC; IXIS Financial Products Inc.
43. Collateral Administration Agreement, dated February 2, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; U.S. Bank National Association; IXIS Financial Products Inc.
44. Collateral Administration Agreement, dated April 18, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Highland Special Opportunities Holding Company; U.S. Bank National Association
45. Master Participation Agreement, dated June 5, 2006, between Highland Capital Management, L.P. and Red River CLO Ltd.; Grand Central Asset Trust
46. A&R Asset Acquisition Agreement, dated July 18, 2001, between Highland Capital Management, L.P. and Salomon Smith Barney Inc.; Highland Loan Funding V Ltd.
47. A&R Master Participation Agreement, dated July 18, 2001, between Highland Capital Management, L.P. and Salomon Brothers Holding Company; Highland Loan Funding V Ltd.
48. Collateral Acquisition Agreement, dated June 29, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd.
49. Collateral Administration Agreement, dated June 29, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd.; JPMorgan Chase Bank, National Association
50. Master Warehousing and Participation Agreement, dated March 24, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.

51. Master Warehousing and Participation Agreement (Amendment No. 1), dated May 16, 2005, between Highland Capital Management, L.P. and Jasper CLO Ltd; MMP-5 Funding, LLC; and IXIS Financial Products Inc.
52. Collateral Administration Agreement, dated December 8, 2005, between Highland Capital Management, L.P. and Liberty CLO Ltd.
53. Collateral Administration Agreement, dated May 10, 2006, between Highland Capital Management, L.P. and Rockwall CDO Ltd; JPMorgan Chase Bank, National Association
54. Collateral Administration Agreement, dated May 9, 2007, between Highland Capital Management, L.P. and Rockwall CDO II, Ltd.; Investors Bank & Trust Company
55. Collateral Administration Agreement, dated March 15, 2005, between Highland Capital Management, L.P. and Southfork CLO Ltd.; JPMorgan Chase Bank, National Association
56. Collateral Administration Agreement, dated October 25, 2007, between Highland Capital Management, L.P. and Stratford CLO Ltd.; State Street
57. Collateral Administration Agreement, dated August 18, 2004, between Highland Capital Management, L.P. and Valhalla CLO, Ltd.; JPMorgan Chase Bank
58. Collateral Acquisition Agreement, dated May 31, 2007, between Highland Capital Management, L.P. and Westchester CLO, Ltd.
59. Collateral Administration Agreement, dated May 31, 2007, between Highland Capital Management, L.P. and Westchester CLO, Ltd.; Investors Bank & Trust Company
60. Collateral Administration Agreement, dated December 21, 2006, between Highland Capital Management, L.P. and Brentwood CLO, Ltd.; Investors Bank & Trust Company

EXHIBIT 10

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹)	
)	Case No. 19-34054-sgj11
Debtor.)	
)	

**FIFTH AMENDED PLAN OF REORGANIZATION OF HIGHLAND
CAPITAL MANAGEMENT, L.P. (AS MODIFIED)**

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No.143717)
Ira D. Kharasch (CA Bar No. 109084)
Gregory V. Demo (NY Bar No. 5371992)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
ikharasch@pszjlaw.com
gdemo@pszjlaw.com

HAYWARD & ASSOCIATES PLLC

Melissa S. Hayward (TX Bar No. 24044908)
Zachery Z. Annable (TX Bar No. 24053075)
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110
Email: MHayward@HaywardFirm.com
ZAnnable@HaywardFirm.com:

Counsel for the Debtor and Debtor-in-Possession

¹ The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.



ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law.....	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS.....	16
A. Administrative Expense Claims.....	16
B. Professional Fee Claims.....	17
C. Priority Tax Claims.....	18
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	18
A. Summary	18
B. Summary of Classification and Treatment of Classified Claims and Equity Interests	19
C. Elimination of Vacant Classes	19
D. Impaired/Voting Classes	19
E. Unimpaired/Non-Voting Classes	19
F. Impaired/Non-Voting Classes.....	19
G. Cramdown.....	19
H. Classification and Treatment of Claims and Equity Interests.....	20
I. Special Provision Governing Unimpaired Claims.....	24
J. Subordinated Claims	25
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THIS PLAN	25
A. Summary	25
B. The Claimant Trust	26
1. <i>Creation and Governance of the Claimant Trust and Litigation Sub- Trust.</i>	26
2. <i>Claimant Trust Oversight Committee</i>	27

	<u>Page</u>
3. <i>Purpose of the Claimant Trust</i>	27
4. <i>Purpose of the Litigation Sub-Trust</i>	28
5. <i>Claimant Trust Agreement and Litigation Sub-Trust Agreement</i>	28
6. <i>Compensation and Duties of Trustees</i>	29
7. <i>Cooperation of Debtor and Reorganized Debtor</i>	30
8. <i>United States Federal Income Tax Treatment of the Claimant Trust</i>	30
9. <i>Tax Reporting</i>	30
10. <i>Claimant Trust Assets</i>	31
11. <i>Claimant Trust Expenses</i>	31
12. <i>Trust Distributions to Claimant Trust Beneficiaries</i>	31
13. <i>Cash Investments</i>	31
14. <i>Dissolution of the Claimant Trust and Litigation Sub-Trust</i>	32
C. <i>The Reorganized Debtor</i>	32
1. <i>Corporate Existence</i>	32
2. <i>Cancellation of Equity Interests and Release</i>	33
3. <i>Issuance of New Partnership Interests</i>	33
4. <i>Management of the Reorganized Debtor</i>	33
5. <i>Vesting of Assets in the Reorganized Debtor</i>	34
6. <i>Purpose of the Reorganized Debtor</i>	34
7. <i>Distribution of Proceeds from the Reorganized Debtor Assets; Transfer of Reorganized Debtor Assets</i>	34
D. <i>Company Action</i>	34
E. <i>Release of Liens, Claims and Equity Interests</i>	35
F. <i>Cancellation of Notes, Certificates and Instruments</i>	36
G. <i>Cancellation of Existing Instruments Governing Security Interests</i>	36

	<u>Page</u>
H. Control Provisions	36
I. Treatment of Vacant Classes	36
J. Plan Documents	36
K. Highland Capital Management, L.P. Retirement Plan and Trust	37
ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	37
A. Assumption, Assignment, or Rejection of Executory Contracts and Unexpired Leases.....	37
B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	38
C. Cure of Defaults for Assumed or Assigned Executory Contracts and Unexpired Leases.....	39
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS.....	39
A. Dates of Distributions	39
B. Distribution Agent	40
C. Cash Distributions.....	41
D. Disputed Claims Reserve.....	41
E. Distributions from the Disputed Claims Reserve	41
F. Rounding of Payments	41
G. <i>De Minimis</i> Distribution	41
H. Distributions on Account of Allowed Claims.....	42
I. General Distribution Procedures.....	42
J. Address for Delivery of Distributions.....	42
K. Undeliverable Distributions and Unclaimed Property	42
L. Withholding Taxes.....	43
M. Setoffs	43

	<u>Page</u>
N. Surrender of Cancelled Instruments or Securities	43
O. Lost, Stolen, Mutilated or Destroyed Securities	43
ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS.....	44
A. Filing of Proofs of Claim	44
B. Disputed Claims.....	44
C. Procedures Regarding Disputed Claims or Disputed Equity Interests	44
D. Allowance of Claims and Equity Interests.....	44
1. Allowance of Claims	45
2. Estimation	45
3. Disallowance of Claims	45
ARTICLE VIII. EFFECTIVENESS OF THIS PLAN	46
A. Conditions Precedent to the Effective Date	46
B. Waiver of Conditions.....	47
C. Effect of Non-Occurrence of Conditions to Effectiveness	Error! Bookmark not defined.
D. Dissolution of the Committee	47
ARTICLE IX. EXCULPATION, INJUNCTION AND RELATED PROVISIONS	48
A. General.....	48
B. Discharge of Claims.....	48
C. Exculpation	48
D. Releases by the Debtor.....	49
E. Preservation of Rights of Action.....	50
1. Maintenance of Causes of Action	50
2. Preservation of All Causes of Action Not Expressly Settled or Released.....	50
F. Injunction	51

	<u>Page</u>
G. Term of Injunctions or Stays.....	52
H. Continuance of January 9 Order	52
ARTICLE X. BINDING NATURE OF PLAN	52
ARTICLE XI. RETENTION OF JURISDICTION.....	53
ARTICLE XII. MISCELLANEOUS PROVISIONS	55
A. Payment of Statutory Fees and Filing of Reports	55
B. Modification of Plan	55
C. Revocation of Plan.....	55
D. Obligations Not Changed.....	56
E. Entire Agreement	56
F. Closing of Chapter 11 Case	56
G. Successors and Assigns.....	56
H. Reservation of Rights.....	56
I. Further Assurances.....	57
J. Severability	57
K. Service of Documents	57
L. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code.....	58
M. Governing Law	59
N. Tax Reporting and Compliance	59
O. Exhibits and Schedules	59
P. Controlling Document	59

DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

HIGHLAND CAPITAL MANAGEMENT, L.P., as debtor and debtor-in-possession in the above-captioned case (the “Debtor”), proposes the following chapter 11 plan of reorganization (the “Plan”) for, among other things, the resolution of the outstanding Claims against, and Equity Interests in, the Debtor. Unless otherwise noted, capitalized terms used in this Plan have the meanings set forth in Article I of this Plan. The Debtor is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtor's history, business, results of operations, historical financial information, projections and assets, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents that may be Filed with the Bankruptcy Court that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Documents. All such Exhibits and Plan Documents are incorporated into and are a part of this Plan as if set forth in full herein. Subject to the other provisions of this Plan, and in accordance with the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to the Effective Date.

If this Plan cannot be confirmed, for any reason, then subject to the terms set forth herein, this Plan may be revoked.

ARTICLE I.
RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

For purposes hereof: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document, as previously amended, modified or supplemented, if applicable, shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented in accordance with its terms; (d) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Documents” are references to Articles, Sections, Exhibits and Plan Documents hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity's successors and assigns;

(h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (j) “\$” or “dollars” means Dollars in lawful currency of the United States of America. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Acis*” means collectively Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

2. “*Administrative Expense Claim*” means any Claim for costs and expenses of administration of the Chapter 11 Case that is Allowed pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estate and operating the business of the Debtor; and (b) all fees and charges assessed against the Estate pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, and that have not already been paid by the Debtor during the Chapter 11 Case and a Professional Fee Claim.

3. “*Administrative Expense Claims Bar Date*” means, with respect to any Administrative Expense Claim (other than a Professional Fee Claim) becoming due on or prior to the Effective Date, 5:00 p.m. (prevailing Central Time) on such date that is forty-five days after the Effective Date.

4. “*Administrative Expense Claims Objection Deadline*” means, with respect to any Administrative Expense Claim, the later of (a) ninety (90) days after the Effective Date and (b) sixty (60) days after the timely Filing of the applicable request for payment of such Administrative Expense Claim; *provided, however*, that the Administrative Expense Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

5. “*Affiliate*” of any Person means any Entity that, with respect to such Person, either (i) is an “affiliate” as defined in section 101(2) of the Bankruptcy Code, or (ii) is an “affiliate” as defined in Rule 405 of the Securities Act of 1933, or (iii) directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, the term “control” (including, without limitation, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction in any respect of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

6. “*Allowed*” means, with respect to any Claim, except as otherwise provided in the Plan: (a) any Claim that is evidenced by a Proof of Claim that has been timely Filed by the

Bar Date, or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order; (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; (c) a Claim Allowed pursuant to the Plan or an order of the Bankruptcy Court that is not stayed pending appeal; or (d) a Claim that is not Disputed (including for which a Proof of Claim has been timely filed in a liquidated and noncontingent amount that has not been objected to by the Claims Objection Deadline or as to which any such objection has been overruled by Final Order); *provided, however*, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that, with respect to such Claim, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed as set forth above.

7. “*Allowed Claim or Equity Interest*” means a Claim or an Equity Interest of the type that has been Allowed.

8. “*Assets*” means all of the rights, titles, and interest of the Debtor, Reorganized Debtor, or Claimant Trust, in and to property of whatever type or nature, including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property, the Debtor’s books and records, and the Causes of Action.

9. “*Available Cash*” means any Cash in excess of the amount needed for the Claimant Trust and Reorganized Debtor to maintain business operations as determined in the sole discretion of the Claimant Trustee.

10. “*Avoidance Actions*” means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable nonbankruptcy law, including, without limitation, actions or remedies arising under sections 502, 510, 544, 545, and 547-553 of the Bankruptcy Code or under similar state or federal statutes and common law, including fraudulent transfer laws

11. “*Ballot*” means the form(s) distributed to holders of Impaired Claims or Equity Interests entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Case.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or any other court having jurisdiction over the Chapter 11 Case.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, in each case as amended from time to time and as applicable to the Chapter 11 Case.

15. “*Bar Date*” means the applicable deadlines set by the Bankruptcy Court for the filing of Proofs of Claim against the Debtor as set forth in the Bar Date Order, which deadlines may be or have been extended for certain Claimants by order of the Bankruptcy Court.

16. “*Bar Date Order*” means the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [D.I. 488].

17. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

18. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

19. “*Causes of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license and franchise of any kind or character whatsoever, in each case whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. For the avoidance of doubt, Cause of Action includes, without limitation,: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims; (f) the Avoidance Actions, and (g) the Estate Claims. The Causes of Action include, without limitation, the Causes of Action belonging to the Debtor’s Estate listed on the schedule of Causes of Action to be filed with the Plan Supplement.

20. “*CEO/CRO*” means James P. Seery, Jr., the Debtor’s chief executive officer and chief restructuring officer.

21. “*Chapter 11 Case*” means the Debtor’s case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Delaware Bankruptcy Court and transferred to the Bankruptcy Court on December 4, 2019, and styled *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj-11.

22. “*Claim*” means any “claim” against the Debtor as defined in section 101(5) of the Bankruptcy Code.

23. “*Claims Objection Deadline*” means the date that is 180 days after the Confirmation Date; *provided, however*, the Claims Objection Deadline may be extended by the Bankruptcy Court upon a motion by the Claimant Trustee.

24. “*Claimant Trust*” means the trust established for the benefit of the Claimant Trust Beneficiaries on the Effective Date in accordance with the terms of this Plan and the Claimant Trust Agreement.

25. “*Claimant Trust Agreement*” means the agreement Filed in the Plan Supplement establishing and delineating the terms and conditions of the Claimant Trust.

26. “*Claimant Trust Assets*” means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

27. “*Claimant Trust Beneficiaries*” means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

28. “*Claimant Trustee*” means James P. Seery, Jr., the Debtor’s chief executive officer and chief restructuring officer, or such other Person identified in the Plan Supplement who will act as the trustee of the Claimant Trust in accordance with the Plan, the Confirmation Order, and Claimant Trust Agreement or any replacement trustee pursuant to (and in accordance with) the Claimant Trust Agreement. The Claimant Trustee shall be responsible for, among other things, monetizing the Estate’s investment assets, resolving Claims (other than those Claims assigned to the Litigation Sub-Trust for resolution), and, as the sole officer of New GP LLC, winding down the Reorganized Debtor’s business operations.

29. “*Claimant Trust Expenses*” means all reasonable legal and other reasonable professional fees, costs, and expenses incurred by the Trustees on account of administration of the Claimant Trust, including any reasonable administrative fees and expenses, reasonable attorneys’ fees and expenses, reasonable insurance costs, taxes, reasonable escrow expenses, and other expenses.

30. “*Claimant Trust Interests*” means the non-transferable interests in the Claimant Trust that are issued to the Claimant Trust Beneficiaries pursuant to this Plan; *provided, however*, Holders of Class A Limited Partnership Interests, Class B Limited Partnership Interests, and Class C Limited Partnership Interests will not be deemed to hold

Claimant Trust Interests unless and until the Contingent Claimant Trust Interests distributed to such Holders vest in accordance with the terms of this Plan and the Claimant Trust Agreement.

31. “*Claimant Trust Oversight Committee*” means the committee of five Persons established pursuant to ARTICLE IV of this Plan to oversee the Claimant Trustee’s performance of its duties and otherwise serve the functions described in this Plan and the Claimant Trust Agreement.

32. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in ARTICLE III hereof pursuant to section 1122(a) of the Bankruptcy Code.

33. “*Class A Limited Partnership Interest*” means the Class A Limited Partnership Interests as defined in the Limited Partnership Agreement held by The Dugaboy Investment Trust, Mark and Pamela Okada Family Trust – Exempt Trust 2, Mark and Pamela Okada – Exempt Descendants’ Trust, and Mark Kiyoshi Okada, and the General Partner Interest.

34. “*Class B Limited Partnership Interest*” means the Class B Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

35. “*Class B/C Limited Partnership Interests*” means, collectively, the Class B Limited Partnership and Class C Limited Partnership Interests.

36. “*Class C Limited Partnership Interest*” means the Class C Limited Partnership Interests as defined in the Limited Partnership Agreement held by Hunter Mountain Investment Trust.

37. “*Committee*” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee pursuant to 11 U.S.C. § 1102(a)(1) on October 29, 2019 [D.I. 65], consisting of (i) the Redeemer Committee of Highland Crusader Fund, (ii) Meta-e Discovery, (iii) UBS, and (iv) Acis.

38. “*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

39. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

40. “*Confirmation Order*” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

41. “*Convenience Claim*” means any prepetition, liquidated, and unsecured Claim against the Debtor that as of the Confirmation Date is less than or equal to \$1,000,000 or any General Unsecured Claim that makes the Convenience Class Election. For the avoidance of doubt, the Reduced Employee Claims will be Convenience Claims.

42. “*Convenience Claim Pool*” means the \$13,150,000 in Cash that shall be available upon the Effective Date for distribution to Holders of Convenience Claims under the Plan as set forth herein. Any Cash remaining in the Convenience Claim Pool after all distributions on account of Convenience Claims have been made will be transferred to the Claimant Trust and administered as a Claimant Trust Asset.

43. “*Convenience Class Election*” means the option provided to each Holder of a General Unsecured Claim that is a liquidated Claim as of the Confirmation Date on their Ballot to elect to reduce their claim to \$1,000,000 and receive the treatment provided to Convenience Claims.

44. “*Contingent Claimant Trust Interests*” means the contingent Claimant Trust Interests to be distributed to Holders of Class A Limited Partnership Interests, Holders of Class B Limited Partnership Interests, and Holders of Class C Limited Partnership Interests in accordance with this Plan, the rights of which shall not vest, and consequently convert to Claimant Trust Interests, unless and until the Claimant Trustee Files a certification that all holders of Allowed General Unsecured Claims have been paid indefeasibly in full, plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, all accrued and unpaid post-petition interest from the Petition Date at the Federal Judgment Rate and all Disputed Claims in Class 8 and Class 9 have been resolved. As set forth in the Claimant Trust Agreement, the Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests will be subordinated to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests.

45. “*Debtor*” means Highland Capital Management, L.P. in its capacity as debtor and debtor in possession in the Chapter 11 Case.

46. “*Delaware Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware.

47. “*Disclosure Statement*” means that certain *Disclosure Statement for Debtor’s Fifth Amended Chapter 11 Plan of Reorganization*, as amended, supplemented, or modified from time to time, which describes this Plan, including all exhibits and schedules thereto and references therein that relate to this Plan.

48. “*Disputed*” means with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

49. “*Disputed Claims Reserve*” means the appropriate reserve(s) or account(s) to be established on the Initial Distribution Date and maintained by the Claimant Trustee for distributions on account of Disputed Claims that may subsequently become an Allowed Claim.

50. “*Disputed Claims Reserve Amount*” means, for purposes of determining the Disputed Claims Reserve, the Cash that would have otherwise been distributed to a Holder of a Disputed Claim at the time any distributions of Cash are made to the Holders of Allowed Claims. The amount of the Disputed Claim upon which the Disputed Claims Reserve is calculated shall be: (a) the amount set forth on either the Schedules or the filed Proof of Claim, as applicable; (b) the amount agreed to by the Holder of the Disputed Claim and the Claimant Trustee or

Reorganized Debtor, as applicable; (c) the amount ordered by the Bankruptcy Court if it enters an order disallowing, in whole or in part, a Disputed Claim; or (d) as otherwise ordered by the Bankruptcy Court, including an order estimating the Disputed Claim.

51. “*Distribution Agent*” means the Claimant Trustee, or any party designated by the Claimant Trustee to serve as distribution agent under this Plan.

52. “*Distribution Date*” means the date or dates determined by the Reorganized Debtor or the Claimant Trustee, as applicable, on or after the Initial Distribution Date upon which the Distribution Agent shall make distributions to holders of Allowed Claims and Interests entitled to receive distributions under the Plan.

53. “*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions hereunder, which date shall be the Effective Date or such later date determined by the Bankruptcy Court.

54. “*Effective Date*” means the Business Day that this Plan becomes effective as provided in ARTICLE VIII hereof.

55. “*Employees*” means the employees of the Debtor set forth in the Plan Supplement.

56. “*Enjoined Parties*” means (i) all Entities who have held, hold, or may hold Claims against or Equity Interests in the Debtor (whether or not proof of such Claims or Equity Interests has been filed and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan), (ii) James Dondero (“Dondero”), (iii) any Entity that has appeared and/or filed any motion, objection, or other pleading in this Chapter 11 Case regardless of the capacity in which such Entity appeared and any other party in interest, (iv) any Related Entity, and (v) the Related Persons of each of the foregoing.

57. “*Entity*” means any “entity” as defined in section 101(15) of the Bankruptcy Code and also includes any Person or any other entity.

58. “*Equity Interest*” means any Equity Security in the Debtor, including, without limitation, all issued, unissued, authorized or outstanding partnership interests, shares, of stock or limited company interests, the Class A Limited Partnership Interests, the Class B Limited Partnership Interests, and the Class C Limited Partnership Interests.

59. “*Equity Security*” means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

60. “*Estate*” means the bankruptcy estate of the Debtor created by virtue of section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

61. “*Estate Claims*” has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [D.I. 354].

62. “*Exculpated Parties*” means, collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Independent Directors, (v) the Committee, (vi) the members of the Committee (in their official capacities), (vii) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (viii) the CEO/CRO; and (ix) the Related Persons of each of the parties listed in (iv) through (viii); *provided, however*, that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), NexBank, SSB (and any of its subsidiaries), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term “Exculpated Party.”

63. “*Executory Contract*” means a contract to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

64. “*Exhibit*” means an exhibit annexed hereto or to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time), which are incorporated by reference herein.

65. “*Federal Judgment Rate*” means the post-judgment interest rate set forth in 28 U.S.C. § 1961 as of the Effective Date.

66. “*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Case.

67. “*Final Order*” means an order or judgment of the Bankruptcy Court, which is in full force and effect, and as to which the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, new trial, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, or, in the event that an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or *certiorari*, new trial, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order shall not preclude such order from being a Final Order.

68. “*Frontier Secured Claim*” means the loan from Frontier State Bank to the Debtor in the principal amount of \$7,879,688.00 made pursuant to that certain First Amended and Restated Loan Agreement, dated March 29, 2018.

69. “*General Partner Interest*” means the Class A Limited Partnership Interest held by Strand, as the Debtor’s general partner.

70. “*General Unsecured Claim*” means any prepetition Claim against the Debtor that is not Secured and is not a/an: (a) Administrative Expense Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Priority Non-Tax Claim; or (e) Convenience Claim.

71. “*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

72. “*GUC Election*” means the option provided to each Holder of a Convenience Claim on their Ballot to elect to receive the treatment provided to General Unsecured Claims.

73. “*Holder*” means an Entity holding a Claim against, or Equity Interest in, the Debtor.

74. “*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

75. “*Independent Directors*” means John S. Dubel, James P. Seery, Jr., and Russell Nelms, the independent directors of Strand appointed on January 9, 2020, and any additional or replacement directors of Strand appointed after January 9, 2020, but prior to the Effective Date.

76. “*Initial Distribution Date*” means, subject to the “Treatment” sections in ARTICLE III hereof, the date that is on or as soon as reasonably practicable after the Effective Date, when distributions under this Plan shall commence to Holders of Allowed Claims and Equity Interests.

77. “*Insurance Policies*” means all insurance policies maintained by the Debtor as of the Petition Date.

78. “*Jefferies Secured Claim*” means any Claim in favor of Jefferies, LLC, arising under that certain Prime Brokerage Customer Agreement, dated May 24, 2013, between the Debtor and Jefferies, LLC, that is secured by the assets, if any, maintained in the prime brokerage account created by such Prime Brokerage Customer Agreement.

79. “*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

80. “*Limited Partnership Agreement*” means that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended.

81. “*Litigation Sub-Trust*” means the sub-trust established within the Claimant Trust or as a wholly –owned subsidiary of the Claimant Trust on the Effective Date in each case in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement and Claimant Trust Agreement. As set forth in the Litigation Sub-Trust Agreement, the Litigation Sub-Trust shall hold the Claimant Trust Assets that are Estate Claims.

82. “*Litigation Sub-Trust Agreement*” means the agreement filed in the Plan Supplement establishing and delineating the terms and conditions of the Litigation Sub-Trust.

83. “*Litigation Trustee*” means the trustee appointed by the Committee and reasonably acceptable to the Debtor who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

84. “*Managed Funds*” means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to this Plan.

85. “*New Frontier Note*” means that promissory note to be provided to the Allowed Holders of Class 2 Claims under this Plan and any other documents or security agreements securing the obligations thereunder.

86. “*New GP LLC*” means a limited liability company incorporated in the State of Delaware pursuant to the New GP LLC Documents to serve as the general partner of the Reorganized Debtor on the Effective Date.

87. “*New GP LLC Documents*” means the charter, operating agreement, and other formational documents of New GP LLC.

88. “*Ordinary Course Professionals Order*” means that certain *Order Pursuant to Sections 105(a), 327, 328, and 330 of the Bankruptcy Code Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course* [D.I. 176].

89. “*Other Unsecured Claim*” means any Secured Claim other than the Jefferies Secured Claim and the Frontier Secured Claim.

90. “*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, individual, corporation, company, general or limited partnership, limited liability company, unincorporated organization firm, trust, estate, business trust, association, joint stock company, joint venture, government, governmental agency, Governmental Unit or any subdivision thereof, the United States Trustee, or any other entity, whether acting in an individual, fiduciary or other capacity.

91. “*Petition Date*” means October 16, 2019.

92. “*Plan*” means this *Debtor’s Fifth Amended Chapter 11 Plan of Reorganization*, including the Exhibits and the Plan Documents and all supplements, appendices,

and schedules thereto, either in its present form or as the same may be altered, amended, modified or otherwise supplemented from time to time.

93. “*Plan Distribution*” means the payment or distribution of consideration to Holders of Allowed Claims and Allowed Equity Interests under this Plan.

94. “*Plan Documents*” means any of the documents, other than this Plan, but including, without limitation, the documents to be filed with the Plan Supplement, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, and as may be modified consistent with the terms hereof with the consent of the Committee.

95. “*Plan Supplement*” means the ancillary documents necessary for the implementation and effectuation of the Plan, including, without limitation, (i) the form of Claimant Trust Agreement, (ii) the forms of New GP LLC Documents, (iii) the form of Reorganized Limited Partnership Agreement, (iv) the Sub-Servicer Agreement (if applicable), (v) the identity of the initial members of the Claimant Trust Oversight Committee, (vi) the form of Litigation Sub-Trust Agreement; (vii) the schedule of retained Causes of Action; (viii) the New Frontier Note, (ix) the schedule of Employees; (x) the form of Senior Employee Stipulation; and (xi) the schedule of Executory Contracts and Unexpired Leases to be assumed pursuant to this Plan, which, in each case, will be in form and substance reasonably acceptable to the Debtor and the Committee.

96. “*Priority Non-Tax Claim*” means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, including any Claims for paid time-off entitled to priority under section 507(a)(4) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

97. “*Pro Rata*” means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class.

98. “*Professional*” means (a) any Entity employed in the Chapter 11 Case pursuant to section 327, 328 363 or 1103 of the Bankruptcy Code or otherwise and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to sections 327, 328, 330, 331, 363, 503(b), 503(b)(4) and 1103 of the Bankruptcy Code.

99. “*Professional Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code, with respect to a particular Professional, for compensation for services rendered or reimbursement of costs, expenses or other charges incurred after the Petition Date and prior to and including the Effective Date.

100. “*Professional Fee Claims Bar Date*” means with respect to Professional Fee Claims, the Business Day which is sixty (60) days after the Effective Date or such other date as approved by order of the Bankruptcy Court.

101. “*Professional Fee Claims Objection Deadline*” means, with respect to any Professional Fee Claim, thirty (30) days after the timely Filing of the applicable request for payment of such Professional Fee Claim.

102. “*Professional Fee Reserve*” means the reserve established and funded by the Claimant Trustee pursuant this Plan to provide sufficient funds to satisfy in full unpaid Allowed Professional Fee Claims.

103. “*Proof of Claim*” means a written proof of Claim or Equity Interest Filed against the Debtor in the Chapter 11 Case.

104. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

105. “*Protected Parties*” means, collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the Claimant Trust Oversight Committee (in their official capacities), (xiii) New GP LLC, (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); *provided, however*, that, for the avoidance of doubt, none of James Dondero, Mark Okada, NexPoint Advisors, L.P. (and any of its subsidiaries and managed entities), the Charitable Donor Advised Fund, L.P. (and any of its subsidiaries, including CLO Holdco, Ltd., and managed entities), Highland CLO Funding, Ltd. (and any of its subsidiaries, members, and managed entities), NexBank, SSB (and any of its subsidiaries), Highland Capital Management Fund Advisors, L.P. (and any of its subsidiaries and managed entities), the Hunter Mountain Investment Trust (or any trustee acting for the trust), the Dugaboy Investment Trust (or any trustee acting for the trust), or Grant Scott is included in the term “Protected Party.”

106. “*PTO Claims*” means any Claim for paid time off in favor of any Debtor employee in excess of the amount that would qualify as a Priority Non-Tax Claim under section 507(a)(4) of the Bankruptcy Code.

107. “*Reduced Employee Claims*” has the meaning set forth in ARTICLE IX.D.

108. “*Reinstated*” means, with respect to any Claim or Equity Interest, (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim or Equity Interest in accordance with section 1124 of the Bankruptcy Code or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any

damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than any Debtor or an insider of any Debtor) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder of such Claim.

109. “*Rejection Claim*” means any Claim for monetary damages as a result of the rejection of an executory contract or unexpired lease pursuant to the Confirmation Order.

110. “*Related Entity*” means, without duplication, (a) Dondero, (b) Mark Okada (“Okada”), (c) Grant Scott (“Scott”), (d) Hunter Covitz (“Covitz”), (e) any entity or person that was an insider of the Debtor on or before the Petition Date under Section 101(31) of the Bankruptcy Code, including, without limitation, any entity or person that was a non-statutory insider, (f) any entity that, after the Effective Date, is an insider or Affiliate of one or more of Dondero, Okada, Scott, Covitz, or any of their respective insiders or Affiliates, including, without limitation, The Dugaboy Investment Trust, (g) the Hunter Mountain Investment Trust and any of its direct or indirect parents, (h) the Charitable Donor Advised Fund, L.P., and any of its direct or indirect subsidiaries, and (i) Affiliates of the Debtor and any other Entities listed on the Related Entity List.

111. “*Related Entity List*” means that list of Entities filed with the Plan Supplement.

112. “*Related Persons*” means, with respect to any Person, such Person’s predecessors, successors, assigns (whether by operation of law or otherwise), and each of their respective present, future, or former officers, directors, employees, managers, managing members, members, financial advisors, attorneys, accountants, investment bankers, consultants, professionals, advisors, shareholders, principals, partners, subsidiaries, divisions, management companies, heirs, agents, and other representatives, in each case solely in their capacity as such.

113. “*Released Parties*” means, collectively, (i) the Independent Directors; (ii) Strand (solely from the date of the appointment of the Independent Directors through the Effective Date); (iii) the CEO/CRO; (iv) the Committee; (v) the members of the Committee (in their official capacities), (vi) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case; and (vii) the Employees.

114. “*Reorganized Debtor*” means the Debtor, as reorganized pursuant to this Plan on and after the Effective Date.

115. “*Reorganized Debtor Assets*” means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, “Reorganized

Debtor Assets” includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

116. “*Reorganized Limited Partnership Agreement*” means that certain Fifth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., by and among the Claimant Trust, as limited partner, and New GP LLC, as general partner, Filed with the Plan Supplement.

117. “*Restructuring*” means the restructuring of the Debtor, the principal terms of which are set forth in this Plan and the Disclosure Statement.

118. “*Retained Employee Claim*” means any Claim filed by a current employee of the Debtor who will be employed by the Reorganized Debtor upon the Effective Date.

119. “*Schedules*” means the schedules of Assets and liabilities, statements of financial affairs, lists of Holders of Claims and Equity Interests and all amendments or supplements thereto Filed by the Debtor with the Bankruptcy Court [D.I. 247].

120. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the Debtor’s Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the interest of the Debtor’s Estate in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

121. “*Security*” or “*security*” means any security as such term is defined in section 101(49) of the Bankruptcy Code.

122. “*Senior Employees*” means the senior employees of the Debtor Filed in the Plan Supplement.

123. “*Senior Employee Stipulation*” means the agreements filed in the Plan Supplement between each Senior Employee and the Debtor.

124. “*Stamp or Similar Tax*” means any stamp tax, recording tax, personal property tax, conveyance fee, intangibles or similar tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

125. “*Statutory Fees*” means fees payable pursuant to 28 U.S.C. § 1930.

126. “*Strand*” means Strand Advisors, Inc., the Debtor’s general partner.

127. “*Sub-Servicer*” means a third-party selected by the Claimant Trustee to service or sub-service the Reorganized Debtor Assets.

128. “*Sub-Servicer Agreement*” means the agreement that may be entered into providing for the servicing of the Reorganized Debtor Assets by the Sub-Servicer.

129. “*Subordinated Claim*” means any Claim that is subordinated to the Convenience Claims and General Unsecured Claims pursuant to 11 U.S.C. § 510 or order entered by the Bankruptcy Court.

130. “*Subordinated Claimant Trust Interests*” means the Claimant Trust Interests to be distributed to Holders of Allowed Subordinated Claims under the Plan, which such interests shall be subordinated in right and priority to the Claimant Trust Interests distributed to Holders of Allowed General Unsecured Claims as provided in the Claimant Trust Agreement.

131. “*Trust Distribution*” means the transfer of Cash or other property by the Claimant Trustee to the Claimant Trust Beneficiaries.

132. “*Trustees*” means, collectively, the Claimant Trustee and Litigation Trustee.

133. “*UBS*” means, collectively, UBS Securities LLC and UBS AG London Branch.

134. “*Unexpired Lease*” means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

135. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

136. “*Voting Deadline*” means the date and time by which all Ballots to accept or reject the Plan must be received in order to be counted under the Order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information pursuant to section 1125(a) of the Bankruptcy Code and authorizing the Debtor to solicit acceptances of the Plan.

137. “*Voting Record Date*” means November 23, 2020.

ARTICLE II.

ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

A. Administrative Expense Claims

On the later of the Effective Date or the date on which an Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims) will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Administrative Expense Claim either (i) payment in full in Available Cash for the unpaid portion of such Allowed Administrative Expense Claim; or (ii) such other less favorable treatment as agreed to in writing by the Debtor or the Reorganized

Debtor, as applicable, and such Holder; *provided, however*, that Administrative Expense Claims incurred by the Debtor in the ordinary course of business may be paid in the ordinary course of business in the discretion of the Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. All statutory fees payable under 28 U.S.C. § 1930(a) shall be paid as such fees become due.

If an Administrative Expense Claim (other than a Professional Fee Claim) is not paid by the Debtor in the ordinary course, the Holder of such Administrative Expense Claim must File, on or before the applicable Administrative Expense Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for allowance and payment of such Administrative Expense Claim.

Objections to any Administrative Expense Claim (other than a Professional Fee Claim) must be Filed and served on the Debtor or the Reorganized Debtor, as applicable, and the party asserting such Administrative Expense Claim by the Administrative Expense Claims Objection Deadline.

B. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered through the Effective Date must submit fee applications under sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code and, upon entry of an order of the Bankruptcy Court granting such fee applications, such Professional Fee Claim shall promptly be paid in Cash in full to the extent provided in such order.

Professionals or other Entities asserting a Professional Fee Claim for services rendered on or prior to the Effective Date must File, on or before the Professional Fee Claims Bar Date, and serve on the Debtor or Reorganized Debtor, as applicable, and such other Entities who are designated as requiring such notice by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of such Professional Fee Claim.

Objections to any Professional Fee Claim must be Filed and served on the Debtor or Reorganized Debtor, as applicable, and the party asserting the Professional Fee Claim by the Professional Fee Claim Objection Deadline. Each Holder of an Allowed Professional Fee Claim will be paid by the Debtor or the Claimant Trust, as applicable, in Cash within ten (10) Business Days of entry of the order approving such Allowed Professional Fee Claim.

On the Effective Date, the Claimant Trustee shall establish the Professional Fee Reserve. The Professional Fee Reserve shall vest in the Claimant Trust and shall be maintained by the Claimant Trustee in accordance with the Plan and Claimant Trust Agreement. The Claimant Trust shall fund the Professional Fee Reserve on the Effective Date in an estimated amount determined by the Debtor in good faith prior to the Confirmation Date and that approximates the total projected amount of unpaid Professional Fee Claims on the Effective Date. Following the payment of all Allowed Professional Fee Claims, any excess funds in the Professional Fee

Reserve shall be released to the Claimant Trust to be used for other purposes consistent with the Plan and the Claimant Trust Agreement.

C. Priority Tax Claims

On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Priority Tax Claim is an Allowed Priority Tax Claim as of the Effective Date or (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtor: (a) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, (b) payment of such Allowed Priority Tax Claim in accordance with section 1129(a)(9)(C) of the Bankruptcy Code; or (c) such other less favorable treatment as agreed to in writing by the Debtor and such Holder. Payment of statutory fees due pursuant to 28 U.S.C. § 1930(a)(6) will be made at all appropriate times until the entry of a final decree; *provided, however*, that the Debtor may prepay any or all such Claims at any time, without premium or penalty.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF
CLASSIFIED CLAIMS AND EQUITY INTERESTS**

A. Summary

All Claims and Equity Interests, except Administrative Expense Claims and Priority Tax Claims, are classified in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, and Priority Tax Claims have not been classified.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes including, without limitation, confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled (in each case, by the Debtor or any other Entity) prior to the Effective Date.

B. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1	Jefferies Secured Claim	Unimpaired	Deemed to Accept
2	Frontier Secured Claim	Impaired	Entitled to Vote
3	Other Secured Claims	Unimpaired	Deemed to Accept
4	Priority Non-Tax Claim	Unimpaired	Deemed to Accept
5	Retained Employee Claim	Unimpaired	Deemed to Accept
6	PTO Claims	Unimpaired	Deemed to Accept
7	Convenience Claims	Impaired	Entitled to Vote
8	General Unsecured Claims	Impaired	Entitled to Vote
9	Subordinated Claims	Impaired	Entitled to Vote
10	Class B/C Limited Partnership Interests	Impaired	Entitled to Vote
11	Class A Limited Partnership Interests	Impaired	Entitled to Vote

C. Elimination of Vacant Classes

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Equity Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

D. Impaired/Voting Classes

Claims and Equity Interests in Class 2 and Class 7 through Class 11 are Impaired by the Plan, and only the Holders of Claims or Equity Interests in those Classes are entitled to vote to accept or reject the Plan.

E. Unimpaired/Non-Voting Classes

Claims in Class 1 and Class 3 through Class 6 are Unimpaired by the Plan, and such Holders are deemed to have accepted the Plan and are therefore not entitled to vote on the Plan.

F. Impaired/Non-Voting Classes

There are no Classes under the Plan that will not receive or retain any property and no Classes are deemed to reject the Plan.

G. Cramdown

If any Class of Claims or Equity Interests is deemed to reject this Plan or does not vote to accept this Plan, the Debtor may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify this Plan in accordance with the terms hereof and the

Bankruptcy Code. If a controversy arises as to whether any Claims or Equity Interests, or any class of Claims or Equity Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

H. Classification and Treatment of Claims and Equity Interests

1. Class 1 – Jefferies Secured Claim

- *Classification:* Class 1 consists of the Jefferies Secured Claim.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 1 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtor: (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtor and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment rendering such Claim Unimpaired. Each Holder of an Allowed Class 1 Claim will retain the Liens securing its Allowed Class 1 Claim as of the Effective Date until full and final payment of such Allowed Class 1 Claim is made as provided herein.
- *Impairment and Voting:* Class 1 is Unimpaired, and the Holders of Class 1 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 1 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

2. Class 2 – Frontier Secured Claim

- *Classification:* Class 2 consists of the Frontier Secured Claim.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 2 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim: (A) Cash in an amount equal to all accrued but unpaid interest on the Frontier Claim through and including the Effective Date and (B) the New Frontier Note. The Holder of an Allowed Class 2 Claim will retain the Liens securing its Allowed Class 2 Claim as of the Effective Date until full and final payment of such Allowed Class 2 Claim is made as provided herein.
- *Impairment and Voting:* Class 2 is Impaired, and the Holders of Class 2 Claims are entitled to vote to accept or reject this Plan.

3. Class 3 – Other Secured Claims

- *Classification:* Class 3 consists of the Other Secured Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 3 Claim is Allowed on the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 3 Claim, at the option of the Debtor, or following the Effective Date, the Reorganized Debtor or Claimant Trustee, as applicable, (i) Cash equal to such Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, plus postpetition interest to the extent required under Bankruptcy Code Section 506(b), or (iii) such other treatment rendering such Claim Unimpaired.
- *Impairment and Voting:* Class 3 is Unimpaired, and the Holders of Class 3 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 3 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

4. Class 4 – Priority Non-Tax Claims

- *Classification:* Class 4 consists of the Priority Non-Tax Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 4 Claim is Allowed on the Effective Date or (ii) the date on which such Class 4 Claim becomes an Allowed Class 4 Claim, each Holder of an Allowed Class 4 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 4 Claim Cash equal to the amount of such Allowed Class 4 Claim.
- *Impairment and Voting:* Class 4 is Unimpaired, and the Holders of Class 4 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

5. Class 5 – Retained Employee Claims

- *Classification:* Class 5 consists of the Retained Employee Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the Effective Date, each Allowed Class 5 Claim will be Reinstated.

- *Impairment and Voting:* Class 5 is Unimpaired, and the Holders of Class 5 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 5 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

6. Class 6 – PTO Claims

- *Classification:* Class 6 consists of the PTO Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 6 Claim is Allowed on the Effective Date or (ii) the date on which such Class 6 Claim becomes an Allowed Class 6 Claim, each Holder of an Allowed Class 6 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Claim 6 Claim Cash equal to the amount of such Allowed Class 6 Claim.
- *Impairment and Voting:* Class 6 is Unimpaired, and the Holders of Class 6 Claims are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 6 Claims are not entitled to vote to accept or reject this Plan and will not be solicited.

7. Class 7 – Convenience Claims

- *Classification:* Class 7 consists of the Convenience Claims.
- *Allowance and Treatment:* On or as soon as reasonably practicable after the later of (i) the Initial Distribution Date if such Class 7 Claim is Allowed on the Effective Date or (ii) the date on which such Class 7 Claim becomes an Allowed Class 7 Claim, each Holder of an Allowed Class 7 Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Class 7 Claim (1) the treatment provided to Allowed Holders of Class 8 General Unsecured Claims if the Holder of such Class 7 Claim makes the GUC Election or (2) an amount in Cash equal to the lesser of (a) 85% of the Allowed amount of such Holder's Class 7 Claim or (b) such Holder's Pro Rata share of the Convenience Claims Cash Pool.
- *Impairment and Voting:* Class 7 is Impaired, and the Holders of Class 7 Claims are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims

- *Classification:* Class 8 consists of the General Unsecured Claims.

- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 8 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Claimant Trust Interests, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing, or (iii) the treatment provided to Allowed Holders of Class 7 Convenience Claims if the Holder of such Class 8 General Unsecured Claim is eligible and makes a valid Convenience Class Election.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any General Unsecured Claim, except with respect to any General Unsecured Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 8 is Impaired, and the Holders of Class 8 Claims are entitled to vote to accept or reject this Plan.

9. *Class 9 – Subordinated Claims*

- *Classification:* Class 9 consists of the Subordinated Claims.

Treatment: On the Effective Date, Holders of Subordinated Claims shall receive either (i) their Pro Rata share of the Subordinated Claimant Trust Interests or, (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee may agree upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Subordinated Claim, except with respect to any Subordinated Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 9 is Impaired, and the Holders of Class 9 Claims are entitled to vote to accept or reject this Plan.

10. *Class 10 – Class B/C Limited Partnership Interests*

- *Classification:* Class 10 consists of the Class B/C Limited Partnership Interests.

- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 10 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class B/C Limited Partnership Interest Claim, except with respect to any Class B/C Limited Partnership Interest Claim Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 10 is Impaired, and the Holders of Class 10 Claims are entitled to vote to accept or reject this Plan.

11. Class 11 – Class A Limited Partnership Interests

- *Classification:* Class 11 consists of the Class A Limited Partnership Interests.
- *Treatment:* On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Class 11 Claim, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim shall receive (i) its Pro Rata share of the Contingent Claimant Trust Interests or (ii) such other less favorable treatment as to which such Holder and the Claimant Trustee shall have agreed upon in writing.

Notwithstanding anything to the contrary herein, after the Effective Date and subject to the other provisions of this Plan, the Debtor, the Reorganized Debtor, and the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Class A Limited Partnership Interest, except with respect to any Class A Limited Partnership Interest Allowed by Final Order of the Bankruptcy Court.

- *Impairment and Voting:* Class 11 is Impaired, and the Holders of Class 11 Claims are entitled to vote to accept or reject this Plan.

I. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan will affect the Debtor's rights in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

J. Subordinated Claims

The allowance, classification, and treatment of all Claims under the Plan shall take into account and conform to the contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Under section 510 of the Bankruptcy Code, upon written notice and hearing, the Debtor the Reorganized Debtor, and the Claimant Trustee reserve the right to seek entry of an order by the Bankruptcy Court to re-classify or to subordinate any Claim in accordance with any contractual, legal, or equitable subordination relating thereto, and the treatment afforded any Claim under the Plan that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. Summary

As discussed in the Disclosure Statement, the Plan will be implemented through (i) the Claimant Trust, (ii) the Litigation Sub-Trust, and (iii) the Reorganized Debtor.

On the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be cancelled, and new Class A Limited Partnership Interests in the Reorganized Debtor will be issued to the Claimant Trust and New GP LLC – a newly-chartered limited liability company wholly-owned by the Claimant Trust. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor, and on and following the Effective Date, the Claimant Trust will be the Reorganized Debtor's limited partner and New GP LLC will be its general partner. The Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement, which will amend and restate, in all respects, the Debtor's current Limited Partnership Agreement. Following the Effective Date, the Reorganized Debtor will be managed consistent with the terms of the Reorganized Limited Partnership Agreement by New GP LLC. The sole managing member of New GP LLC will be the Claimant Trust, and the Claimant Trustee will be the sole officer of New GP LLC on the Effective Date.

Following the Effective Date, the Claimant Trust will administer the Claimant Trust Assets pursuant to this Plan and the Claimant Trust Agreement, and the Litigation Trustee will pursue, if applicable, the Estate Claims pursuant to the terms of the Litigation Sub-Trust Agreement and the Plan. The Reorganized Debtor will administer the Reorganized Debtor Assets and, if needed, with the utilization of a Sub-Servicer, which administration will include, among other things, managing the wind down of the Managed Funds.

Although the Reorganized Debtor will manage the wind down of the Managed Funds, it is currently anticipated that neither the Reorganized Debtor nor the Claimant Trust will assume or assume and assign the contracts between the Debtor and certain Related Entities pursuant to which the Debtor provides shared services and sub-advisory services to those Related Entities. The Debtor believes that the continued provision of the services under such contracts will not be

cost effective.

The Reorganized Debtor will distribute all proceeds from the wind down to the Claimant Trust, as its limited partner, and New GP LLC, as its general partner, in each case in accordance with the Reorganized Limited Partnership Agreement. Such proceeds, along with the proceeds of the Claimant Trust Assets, will ultimately be distributed to the Claimant Trust Beneficiaries as set forth in this Plan and the Claimant Trust Agreement.

B. The Claimant Trust²

1. Creation and Governance of the Claimant Trust and Litigation Sub-Trust.

On or prior to the Effective Date, the Debtor and the Claimant Trustee shall execute the Claimant Trust Agreement and shall take all steps necessary to establish the Claimant Trust and the Litigation Sub-Trust in accordance with the Plan in each case for the benefit of the Claimant Trust Beneficiaries. Additionally, on or prior to the Effective Date, the Debtor shall irrevocably transfer and shall be deemed to have irrevocably transferred to the Claimant Trust all of its rights, title, and interest in and to all of the Claimant Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, the Claimant Trust Assets shall automatically vest in the Claimant Trust free and clear of all Claims, Liens, encumbrances, or interests subject only to the Claimant Trust Interests and the Claimant Trust Expenses, as provided for in the Claimant Trust Agreement, and such transfer shall be exempt from any stamp, real estate transfer, mortgage from any stamp, transfer, reporting, sales, use, or other similar tax.

The Claimant Trustee shall be the exclusive trustee of the Claimant Trust Assets, excluding the Estate Claims and the Litigation Trustee shall be the exclusive trustee with respect to the Estate Claims in each case for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Claimant Trust Assets. The Claimant Trustee shall also be responsible for resolving all Claims and Equity Interests in Class 8 through Class 11, under the supervision of the Claimant Trust Oversight Committee.

On the Effective Date, the Claimant Trustee and Litigation Trustee shall execute the Litigation Sub-Trust Agreement and shall take all steps necessary to establish the Litigation Sub-Trust. Upon the creation of the Litigation Sub-Trust, the Claimant Trust shall irrevocably transfer and assign to the Litigation Sub-Trust the Estate Claims. The Claimant Trust shall be governed by the Claimant Trust Agreement and administered by the Claimant Trustee. The powers, rights, and responsibilities of the Claimant Trustee shall be specified in the Claimant Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting to the Claimant Trust Oversight Committee as may be set forth in the Claimant Trust Agreement. The Claimant Trust shall hold and distribute the Claimant Trust Assets (including the proceeds from the Estate Claims, if any) in accordance with the provisions of the Plan and the Claimant Trust Agreement; *provided* that the Claimant Trust Oversight Committee may direct the Claimant Trust to reserve

² In the event of a conflict between the terms of this summary and the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, the terms of the Claimant Trust Agreement or the Litigation Sub-Trust Agreement, as applicable, shall control.

Cash from distributions as necessary to fund the Claimant Trust and Litigation Sub-Trust. Other rights and duties of the Claimant Trustee and the Claimant Trust Beneficiaries shall be as set forth in the Claimant Trust Agreement. After the Effective Date, neither the Debtor nor the Reorganized Debtor shall have any interest in the Claimant Trust Assets.

The Litigation Sub-Trust shall be governed by the Litigation Sub-Trust Agreement and administered by the Litigation Trustee. The powers, rights, and responsibilities of the Litigation Trustee shall be specified in the Litigation Sub-Trust Agreement and shall include the authority and responsibility to, among other things, take the actions set forth in this ARTICLE IV, subject to any required reporting as may be set forth in the Litigation Sub-Trust Agreement. The Litigation Sub-Trust shall investigate, prosecute, settle, or otherwise resolve the Estate Claims in accordance with the provisions of the Plan and the Litigation Sub-Trust Agreement and shall distribute the proceeds therefrom to the Claimant Trust for distribution. Other rights and duties of the Litigation Trustee shall be as set forth in the Litigation Sub-Trust Agreement.

2. *Claimant Trust Oversight Committee*

The Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor (through the Claimant Trust's role as managing member of New GP LLC) and the Litigation Sub-Trust will be overseen by the Claimant Trust Oversight Committee, subject to the terms of the Claimant Trust Agreement and the Litigation Sub-Trust Agreement, as applicable.

The Claimant Trust Oversight Committee will initially consist of five members. Four of the five members will be representatives of the members of the Committee: (i) the Redeemer Committee of Highland Crusader Fund, (ii) UBS, (iii) Acis, and (iv) Meta-e Discovery. The fifth member will be an independent, natural Person chosen by the Committee and reasonably acceptable to the Debtor. The members of the Claimant Trust Oversight Committee may be replaced as set forth in the Claimant Trust Agreement. The identity of the members of the Claimant Trust Oversight Committee will be disclosed in the Plan Supplement.

As set forth in the Claimant Trust Agreement, in no event will any member of the Claimant Trust Oversight Committee with a Claim against the Estate be entitled to vote, opine, or otherwise be involved in any matters related to such member's Claim.

The independent member(s) of the Claimant Trust Oversight Committee may be entitled to compensation for their services as set forth in the Claimant Trust Agreement. Any member of the Claimant Trust Oversight Committee may be removed, and successor chosen, in the manner set forth in the Claimant Trust Agreement.

3. *Purpose of the Claimant Trust.*

The Claimant Trust shall be established for the purpose of (i) managing and monetizing the Claimant Trust Assets, subject to the terms of the Claimant Trust Agreement and the oversight of the Claimant Trust Oversight Committee, (ii) serving as the limited partner of, and holding the limited partnership interests in, the Reorganized Debtor, (iii) serving as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner, (iv) in its capacity as the sole member and manager of New GP LLC, overseeing the management and

monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement; and (v) administering the Disputed Claims Reserve and serving as Distribution Agent with respect to Disputed Claims in Class 7 or Class 8.

In its management of the Claimant Trust Assets, the Claimant Trust will also reconcile and object to the General Unsecured Claims, Subordinated Claims, Class B/C Limited Partnership Interests, and Class A Limited Partnership Interests, as provided for in this Plan and the Claimant Trust Agreement, and make Trust Distributions to the Claimant Trust Beneficiaries in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

The purpose of the Reorganized Debtor is discussed at greater length in ARTICLE IV.C.

4. Purpose of the Litigation Sub-Trust.

The Litigation Sub-Trust shall be established for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims. Any proceeds therefrom shall be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries pursuant to the terms of the Claimant Trust Agreement.

5. Claimant Trust Agreement and Litigation Sub-Trust Agreement.

The Claimant Trust Agreement generally will provide for, among other things:

- (i) the payment of the Claimant Trust Expenses;
- (ii) the payment of other reasonable expenses of the Claimant Trust;
- (iii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation;
- (iv) the investment of Cash by the Claimant Trustee within certain limitations, including those specified in the Plan;
- (v) the orderly monetization of the Claimant Trust Assets;
- (vi) litigation of any Causes of Action, which may include the prosecution, settlement, abandonment, or dismissal of any such Causes of Action, subject to reporting and oversight by the Claimant Trust Oversight Committee;
- (vii) the resolution of Claims and Equity Interests in Class 8 through Class 11, subject to reporting and oversight by the Claimant Trust Oversight Committee;
- (viii) the administration of the Disputed Claims Reserve and distributions to be made therefrom; and
- (ix) the management of the Reorganized Debtor, including the utilization of a Sub-Servicer, with the Claimant Trust serving as the managing member of New GP LLC.

Except as otherwise ordered by the Bankruptcy Court, the Claimant Trust Expenses shall be paid from the Claimant Trust Assets in accordance with the Plan and Claimant Trust Agreement. The Claimant Trustee may establish a reserve for the payment of Claimant Trust Expense (including, without limitation, any reserve for potential indemnification claims as authorized and provided under the Claimant Trust Agreement), and shall periodically replenish such reserve, as necessary.

In furtherance of, and consistent with the purpose of, the Claimant Trust and the Plan, the Trustees, for the benefit of the Claimant Trust, shall, subject to reporting and oversight by the Claimant Trust Oversight Committee as set forth in the Claimant Trust Agreement: (i) hold the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries, (ii) make Distributions to the Claimant Trust Beneficiaries as provided herein and in the Claimant Trust Agreement, and (iii) have the sole power and authority to prosecute and resolve any Causes of Action and objections to Claims and Equity Interests (other than those assigned to the Litigation Sub-Trust), without approval of the Bankruptcy Court. Except as otherwise provided in the Claimant Trust Agreement, the Claimant Trustee shall be responsible for all decisions and duties with respect to the Claimant Trust and the Claimant Trust Assets; *provided, however*, that the prosecution and resolution of any Estate Claims included in the Claimant Trust Assets shall be the responsibility of the Litigation Trustee. The Litigation Sub-Trust Agreement generally will provide for, among other things:

- (i) the payment of other reasonable expenses of the Litigation Sub-Trust;
- (ii) the retention of employees, counsel, accountants, financial advisors, or other professionals and the payment of their reasonable compensation; and
- (iii) the investigation and prosecution of Estate Claims, which may include the prosecution, settlement, abandonment, or dismissal of any such Estate Claims, subject to reporting and oversight as set forth in the Litigation Sub-Trust Agreement.

The Trustees, on behalf of the Claimant Trust and Litigation Sub-Trust, as applicable, may each employ, without further order of the Bankruptcy Court, employees and other professionals (including those previously retained by the Debtor and the Committee) to assist in carrying out the Trustees' duties hereunder and may compensate and reimburse the reasonable expenses of these professionals without further Order of the Bankruptcy Court from the Claimant Trust Assets in accordance with the Plan and the Claimant Trust Agreement.

The Claimant Trust Agreement and Litigation Sub-Trust Agreement may include reasonable and customary provisions that allow for indemnification by the Claimant Trust in favor of the Claimant Trustee, Litigation Trustee, and the Claimant Trust Oversight Committee. Any such indemnification shall be the sole responsibility of the Claimant Trust and payable solely from the Claimant Trust Assets.

6. Compensation and Duties of Trustees.

The salient terms of each Trustee's employment, including such Trustee's duties and compensation shall be set forth in the Claimant Trust Agreement and the Litigation Sub-Trust

Agreement, as appropriate. The Trustees shall each be entitled to reasonable compensation in an amount consistent with that of similar functionaries in similar types of bankruptcy cases.

7. Cooperation of Debtor and Reorganized Debtor.

To effectively investigate, prosecute, compromise and/or settle the Claims and/or Causes of Action that constitute Claimant Trust Assets (including Estate Claims), the Claimant Trustee, Litigation Trustee, and each of their professionals may require reasonable access to the Debtor's and Reorganized Debtor's documents, information, and work product relating to the Claimant Trust Assets. Accordingly, the Debtor and the Reorganized Debtor, as applicable, shall reasonably cooperate with the Claimant Trustee and Litigation Trustee, as applicable, in their prosecution of Causes of Action and in providing the Claimant Trustee and Litigation Trustee with copies of documents and information in the Debtor's possession, custody, or control on the Effective Date that either Trustee indicates relates to the Estate Claims or other Causes of Action.

The Debtor and Reorganized Debtor shall preserve all records, documents or work product (including all electronic records, documents, or work product) related to the Claims and Causes of Action, including Estate Claims, until the earlier of (a) the dissolution of the Reorganized Debtor or (b) termination of the Claimant Trust and Litigation Sub-Trust.

8. United States Federal Income Tax Treatment of the Claimant Trust.

Unless the IRS requires otherwise, for all United States federal income tax purposes, the parties shall treat the transfer of the Claimant Trust Assets to the Claimant Trust as: (a) a transfer of the Claimant Trust Assets (other than the amounts set aside in the Disputed Claims Reserve, if the Claimant Trustee makes the election described in Section 7 below) directly to the applicable Claimant Trust Beneficiaries followed by (b) the transfer by the such Claimant Trust Beneficiaries to the Claimant Trust of such Claimant Trust Assets in exchange for the Claimant Trust Interests. Accordingly, the applicable Claimant Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Claimant Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

9. Tax Reporting.

(a) The Claimant Trustee shall file tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claims Reserve as a separate taxable entity.

(b) The Claimant Trustee shall be responsible for payment, out of the Claimant Trust Assets, of any taxes imposed on the Claimant Trust or its assets.

(c) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Claimant Trust Beneficiaries of such valuation, and such valuation shall be used consistently for all federal income tax purposes.

(d) The Claimant Trustee shall distribute such tax information to the applicable Claimant Trust Beneficiaries as the Claimant Trustee determines is required by applicable law.

10. Claimant Trust Assets.

The Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Causes of Action included in the Claimant Trust Assets (except for the Estate Claims) without any further order of the Bankruptcy Court, and the Claimant Trustee shall have the exclusive right, on behalf of the Claimant Trust, to sell, liquidate, or otherwise monetize all Claimant Trust Assets, except as otherwise provided in this Plan or in the Claimant Trust Agreement, without any further order of the Bankruptcy Court. Notwithstanding anything herein to the contrary, the Litigation Trustee shall have the exclusive right to institute, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw any and all Estate Claims included in the Claimant Trust Assets without any further order of the Bankruptcy Court.

From and after the Effective Date, the Trustees, in accordance with section 1123(b)(3) and (4) of the Bankruptcy Code, and on behalf of the Claimant Trust, shall each serve as a representative of the Estate with respect to any and all Claimant Trust Assets, including the Causes of Action and Estate Claims, as appropriate, and shall retain and possess the right to (a) commence, pursue, settle, compromise, or abandon, as appropriate, any and all Causes of Action in any court or other tribunal and (b) sell, liquidate, or otherwise monetize all Claimant Trust Assets.

11. Claimant Trust Expenses.

From and after the Effective Date, the Claimant Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Claimant Trust, the Litigation Sub-Trust, and any professionals retained by such parties and entities from the Claimant Trust Assets, except as otherwise provided in the Claimant Trust Agreement.

12. Trust Distributions to Claimant Trust Beneficiaries.

The Claimant Trustee, in its discretion, may make Trust Distributions to the Claimant Trust Beneficiaries at any time and/or use the Claimant Trust Assets or proceeds thereof, *provided* that such Trust Distributions or use is otherwise permitted under the terms of the Plan, the Claimant Trust Agreement, and applicable law.

13. Cash Investments.

With the consent of the Claimant Trust Oversight Committee, the Claimant Trustee may invest Cash (including any earnings thereon or proceeds therefrom) in a manner consistent with the terms of the Claimant Trust Agreement; *provided, however*, that such investments are

investments permitted to be made by a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings or other controlling authorities.

14. Dissolution of the Claimant Trust and Litigation Sub-Trust.

The Trustees and the Claimant Trust and Litigation Sub-Trust shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Claimant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets; *provided, however*, that each extension must be approved, upon a finding that the extension is necessary to facilitate or complete the recovery on, and liquidation of the Claimant Trust Assets, by the Bankruptcy Court within 6 months of the beginning of the extended term and no extension, together with any prior extensions, shall exceed three years without a favorable letter ruling from the Internal Revenue Service or an opinion of counsel that any further extension would not adversely affect the status of the Claimant Trust as a liquidating trust for federal income tax purposes.

Upon dissolution of the Claimant Trust, and pursuant to the Claimant Trust Agreement, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

C. The Reorganized Debtor

1. Corporate Existence

The Debtor will continue to exist after the Effective Date, with all of the powers of partnerships pursuant to the law of the State of Delaware and as set forth in the Reorganized Limited Partnership Agreement.

2. Cancellation of Equity Interests and Release

On the Effective Date, (i) all prepetition Equity Interests, including the Class A Limited Partnership Interests and the Class B/C Limited Partnership Interests, in the Debtor shall be canceled, and (ii) all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, the Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor's formation documents, including the Limited Partnership Agreement.

3. Issuance of New Partnership Interests

On the Effective Date, the Debtor or the Reorganized Debtor, as applicable, will issue new Class A Limited Partnership Interests to (i) the Claimant Trust, as limited partner, and (ii) New GP LLC, as general partner, and will admit (a) the Claimant Trust as the limited partner of the Reorganized Debtor, and (b) New GP LLC as the general partner of the Reorganized Debtor. The Claimant Trust, as limited partner, will ratify New GP LLC's appointment as general partner of the Reorganized Debtor. Also, on the Effective Date, the Claimant Trust, as limited partner, and New GP LLC, as general partner, will execute the Reorganized Limited Partnership Agreement and receive partnership interests in the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement.

The Reorganized Limited Partnership Agreement does not provide for, and specifically disclaims, the indemnification obligations under the Limited Partnership Agreement, including any such indemnification obligations that accrued or arose or could have been brought prior to the Effective Date. Any indemnification Claims under the Limited Partnership Agreement that accrued, arose, or could have been filed prior to the Effective Date will be resolved through the Claims resolution process provided that a Claim is properly filed in accordance with the Bankruptcy Code, the Plan, or the Bar Date Order. Each of the Debtor, the Reorganized Debtor, the Claimant Trust, and the Litigation Sub-Trust reserve all rights with respect to any such indemnification Claims.

4. Management of the Reorganized Debtor

Subject to and consistent with the terms of the Reorganized Limited Partnership Agreement, the Reorganized Debtor shall be managed by its general partner, New GP LLC. The initial officers and employees of the Reorganized Debtor shall be selected by the Claimant Trustee. The Reorganized Debtor may, in its discretion, also utilize a Sub-Servicer in addition to or in lieu of the retention of officers and employees.

As set forth in the Reorganized Limited Partnership Agreement, New GP LLC will receive a fee for managing the Reorganized Debtor. Although New GP LLC will be a limited liability company, it will elect to be treated as a C-Corporation for tax purposes. Therefore, New GP LLC (and any taxable income attributable to it) will be subject to corporate income taxation on a standalone basis, which may reduce the return to Claimants.

5. *Vesting of Assets in the Reorganized Debtor*

Except as otherwise provided in this Plan or the Confirmation Order, on or after the Effective Date, all Reorganized Debtor Assets will vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.

The Reorganized Debtor shall be the exclusive trustee of the Reorganized Debtor Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with respect to the Reorganized Debtor Assets.

6. *Purpose of the Reorganized Debtor*

Except as may be otherwise provided in this Plan or the Confirmation Order, the Reorganized Debtor will continue to manage the Reorganized Debtor Assets (which shall include, for the avoidance of doubt, serving as the investment manager of the Managed Funds) and may use, acquire or dispose of the Reorganized Debtor Assets and compromise or settle any Claims with respect to the Reorganized Debtor Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. The Reorganized Debtor shall oversee the resolution of Claims in Class 1 through Class 7.

Without limiting the foregoing, the Reorganized Debtor will pay the charges that it incurs after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

7. *Distribution of Proceeds from the Reorganized Debtor Assets; Transfer of Reorganized Debtor Assets*

Any proceeds received by the Reorganized Debtor will be distributed to the Claimant Trust, as limited partner, and New GP LLC, as general partner, in the manner set forth in the Reorganized Limited Partnership Agreement. As set forth in the Reorganized Limited Partnership Agreement, the Reorganized Debtor may, from time to time distribute Reorganized Debtor Assets to the Claimant Trust either in Cash or in-kind, including to institute the wind-down and dissolution of the Reorganized Debtor. Any assets distributed to the Claimant Trust will be (i) deemed transferred in all respects as forth in ARTICLE IV.B.1, (ii) deemed Claimant Trust Assets, and (iii) administered as Claimant Trust Assets.

D. Company Action

Each of the Debtor, the Reorganized Debtor, and the Trustees, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, the Claimant Trust Agreement, the Reorganized Limited Partnership Agreement, or the New GP LLC Documents, as applicable, in

the name of and on behalf of the Debtor, the Reorganized Debtor, or the Trustees, as applicable, and in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtor or the Reorganized Debtor, as applicable, or by any other Person.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, partners, directors, managers, or members of the Debtor, any Related Entity, or any Affiliate thereof (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, partners, directors, managers or members of such Persons, or the need for any approvals, authorizations, actions or consents of any Person.

All matters provided for in this Plan involving the legal or corporate structure of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, and any legal or corporate action required by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, in connection with this Plan, will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, partners, directors, managers, or members of the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, or by any other Person. On the Effective Date, the appropriate officers of the Debtor and the Reorganized Debtor, as applicable, as well as the Trustees, are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtor and the Reorganized Debtor, as well as the Trustees, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The appropriate officer of the Debtor, the Reorganized Debtor, as well as the Trustees, will be authorized to certify or attest to any of the foregoing actions.

E. Release of Liens, Claims and Equity Interests

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, from and after the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Any Entity holding such Liens or Equity Interests extinguished pursuant to the prior sentence will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable. For the avoidance of

doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

F. Cancellation of Notes, Certificates and Instruments

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim or Equity Interest and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. For the avoidance of doubt, this section is in addition to, and shall not be read to limit in any respects, ARTICLE IV.C.2.

G. Cancellation of Existing Instruments Governing Security Interests

Upon payment or other satisfaction of an Allowed Class 1 or Allowed Class 2 Claim, or promptly thereafter, the Holder of such Allowed Class 1 or Allowed Class 2 Claim shall deliver to the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, any collateral or other property of the Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Class 1 or Allowed Class 2 Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

H. Control Provisions

To the extent that there is any inconsistency between this Plan as it relates to the Claimant Trust, the Claimant Trust Agreement, the Reorganized Debtor, or the Reorganized Limited Partnership Agreement, this Plan shall control.

I. Treatment of Vacant Classes

Any Claim or Equity Interest in a Class considered vacant under ARTICLE III.C of this Plan shall receive no Plan Distributions.

J. Plan Documents

The documents, if any, to be Filed as part of the Plan Documents, including any documents filed with the Plan Supplement, and any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in ARTICLE I hereof) and fully enforceable as if stated in full herein.

The Debtor and the Committee are currently working to finalize the forms of certain of the Plan Documents to be filed with the Plan Supplement. To the extent that the Debtor and the Committee cannot agree as to the form and content of such Plan Documents, they intend to submit the issue to non-binding mediation pursuant to the *Order Directing Mediation* entered on August 3, 2020 [D.I. 912].

K. Highland Capital Management, L.P. Retirement Plan and Trust

The Highland Capital Management, L.P. Retirement Plan And Trust (“Pension Plan”) is a single-employer defined benefit pension plan covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). 29 U.S.C. §§ 1301-1461. The Debtor is the contributing sponsor and, as such, the PBGC asserts that the Debtor is liable along with any members of the contributing sponsor’s controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) with respect to the Pension Plan.

Upon the Effective Date, the Reorganized Debtor shall be deemed to have assumed the Pension Plan and shall comply with all applicable statutory provisions of ERISA and the Internal Revenue Code (the “IRC”), including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§ 1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; and administering the Pension Plan in accordance with its terms and the provisions of ERISA and the IRC. In the event that the Pension Plan terminates after the Plan of Reorganization Effective Date, the PBGC asserts that the Reorganized Debtor and each of its controlled group members will be responsible for the liabilities imposed by Title IV of ERISA.

Notwithstanding any provision of the Plan, the Confirmation Order, or the Bankruptcy Code (including section 1141 thereof) to the contrary, neither the Plan, the Confirmation Order, or the Bankruptcy Code shall be construed as discharging, releasing, exculpating or relieving the Debtor, the Reorganized Debtor, or any person or entity in any capacity, from any liability or responsibility, if any, with respect to the Pension Plan under any law, governmental policy, or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility against any person or entity as a result of any of the provisions of the Plan, the Confirmation Order, or the Bankruptcy Code. The Debtor reserves the right to contest any such liability or responsibility.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption, Assignment, or Rejection of Executory Contracts and Unexpired Leases

Unless an Executory Contract or Unexpired Lease: (i) was previously assumed or rejected by the Debtor pursuant to this Plan on or prior to the Confirmation Date; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtor on or before the Confirmation Date; (iv) contains a change of control or similar provision that would be triggered by the Chapter 11 Case (unless such provision has been irrevocably waived); or (v) is specifically designated as a

contract or lease to be assumed in the Plan or the Plan Supplement, on the Confirmation Date, each Executory Contract and Unexpired Lease shall be deemed rejected pursuant to section 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, unless such Executory Contract or Unexpired Lease is listed in the Plan Supplement.

At any time on or prior to the Confirmation Date, the Debtor may (i) amend the Plan Supplement in order to add or remove a contract or lease from the list of contracts to be assumed or (ii) assign (subject to applicable law) any Executory Contract or Unexpired Lease, as determined by the Debtor in consultation with the Committee, or the Reorganized Debtor, as applicable.

The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions, rejections, and assumptions and assignments. Except as otherwise provided herein or agreed to by the Debtor and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith. To the extent applicable, no change of control (or similar provision) will be deemed to occur under any such Executory Contract or Unexpired Lease.

If certain, but not all, of a contract counterparty's Executory Contracts and/or Unexpired Leases are rejected pursuant to the Plan, the Confirmation Order shall be a determination that such counterparty's Executory Contracts and/or Unexpired Leases that are being assumed pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and/or Unexpired Leases that are being rejected pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must file a timely objection to the Plan on the grounds that their agreements are integrated and not severable, and any such dispute shall be resolved by the Bankruptcy Court at the Confirmation Hearing (to the extent not resolved by the parties prior to the Confirmation Hearing).

Notwithstanding anything herein to the contrary, the Debtor shall assume or reject that certain real property lease with Crescent TC Investors L.P. ("Landlord") for the Debtor's headquarters located at 200/300 Crescent Ct., Suite #700, Dallas, Texas 75201 (the "Lease") in accordance with the notice to Landlord, procedures and timing required by 11 U.S.C. §365(d)(4), as modified by that certain *Agreed Order Granting Motion to Extend Time to Assume or Reject Unexpired Nonresidential Real Property Lease* [Docket No. 1122].

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Any Executory Contract or Unexpired Lease not assumed or rejected on or before the Confirmation Date shall be deemed rejected, pursuant to the Confirmation Order. Any Person asserting a Rejection Claim shall File a proof of claim within thirty days of the Effective Date. Any Rejection Claims that are not timely Filed pursuant to this Plan shall be forever disallowed

and barred. If one or more Rejection Claims are timely Filed, the Claimant Trustee may File an objection to any Rejection Claim.

Rejection Claims shall be classified as General Unsecured Claims and shall be treated in accordance with ARTICLE III of this Plan.

C. Cure of Defaults for Assumed or Assigned Executory Contracts and Unexpired Leases

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed or assigned hereunder is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtor upon assumption or assignment thereof, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts may otherwise agree. The Debtor may serve a notice on the Committee and parties to Executory Contracts or Unexpired Leases to be assumed or assigned reflecting the Debtor's or Reorganized Debtor's intention to assume or assign the Executory Contract or Unexpired Lease in connection with this Plan and setting forth the proposed cure amount (if any).

If a dispute regarding (1) the amount of any payments to cure a default, (2) the ability of the Debtor, the Reorganized Debtor, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or assigned or (3) any other matter pertaining to assumption or assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption or assignment.

Assumption or assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable cure amounts pursuant to this ARTICLE V.C shall result in the full release and satisfaction of any cure amounts, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed or assigned Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assignment. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed or assigned in the Chapter 11 Case, including pursuant to the Confirmation Order, and for which any cure amounts have been fully paid pursuant to this ARTICLE V.C, shall be deemed disallowed and expunged as of the Confirmation Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Dates of Distributions

Except as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim or Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Equity

Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Equity Interest against the Debtor shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class and in the manner provided herein. If any payment or act under this Plan is required to be made or performed on a date that is not on a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent there are Disputed Claims or Equity Interests, distributions on account of any such Disputed Claims or Equity Interests shall be made pursuant to the provisions provided in this Plan. Except as otherwise provided in this Plan, Holders of Claims and Equity Interests shall not be entitled to interest, dividends or accruals on the distributions provided for therein, regardless of whether distributions are delivered on or at any time after the Effective Date.

Upon the Effective Date, all Claims and Equity Interests against the Debtor shall be deemed fixed and adjusted pursuant to this Plan and none of the Debtor, the Reorganized Debtor, or the Claimant Trust will have liability on account of any Claims or Equity Interests except as set forth in this Plan and in the Confirmation Order. All payments and all distributions made by the Distribution Agent under this Plan shall be in full and final satisfaction, settlement and release of all Claims and Equity Interests against the Debtor and the Reorganized Debtor.

At the close of business on the Distribution Record Date, the transfer ledgers for the Claims against the Debtor and the Equity Interests in the Debtor shall be closed, and there shall be no further changes in the record holders of such Claims and Equity Interests. The Debtor, the Reorganized Debtor, the Trustees, and the Distribution Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize the transfer of any Claims against the Debtor or Equity Interests in the Debtor occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date irrespective of the number of distributions to be made under this Plan to such Persons or the date of such distributions.

B. Distribution Agent

Except as provided herein, all distributions under this Plan shall be made by the Claimant Trustee, as Distribution Agent, or by such other Entity designated by the Claimant Trustee, as a Distribution Agent on the Effective Date or thereafter. The Reorganized Debtor will be the Distribution Agent with respect to Claims in Class 1 through Class 7.

The Claimant Trustee, or such other Entity designated by the Claimant Trustee to be the Distribution Agent, shall not be required to give any bond or surety or other security for the performance of such Distribution Agent's duties unless otherwise ordered by the Bankruptcy Court.

The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the

Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

The Distribution Agent shall not have any obligation to make a particular distribution to a specific Holder of an Allowed Claim if such Holder is also the Holder of a Disputed Claim.

C. Cash Distributions

Distributions of Cash may be made by wire transfer from a domestic bank, except that Cash payments made to foreign creditors may be made in such funds and by such means as the Distribution Agent determines are necessary or customary in a particular foreign jurisdiction.

D. Disputed Claims Reserve

On or prior to the Initial Distribution Date, the Claimant Trustee shall establish, fund and maintain the Disputed Claims Reserve(s) in the appropriate Disputed Claims Reserve Amounts on account of any Disputed Claims.

E. Distributions from the Disputed Claims Reserve

The Disputed Claims Reserve shall at all times hold Cash in an amount no less than the Disputed Claims Reserve Amount. To the extent a Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, within 30 days of the date on which such Disputed Claim becomes an Allowed Claim pursuant to the terms of this Plan, the Claimant Trustee shall distribute from the Disputed Claims Reserve to the Holder thereof any prior distributions, in Cash, that would have been made to such Allowed Claim if it had been Allowed as of the Effective Date. For the avoidance of doubt, each Holder of a Disputed Claim that subsequently becomes an Allowed Claim will also receive its Pro Rata share of the Claimant Trust Interests. If, upon the resolution of all Disputed Claims any Cash remains in the Disputed Claims Reserve, such Cash shall be transferred to the Claimant Trust and be deemed a Claimant Trust Asset.

F. Rounding of Payments

Whenever this Plan would otherwise call for, with respect to a particular Person, payment of a fraction of a dollar, the actual payment or distribution shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. To the extent that Cash to be distributed under this Plan remains undistributed as a result of the aforementioned rounding, such Cash or stock shall be treated as “Unclaimed Property” under this Plan.

G. De Minimis Distribution

Except as to any Allowed Claim that is Unimpaired under this Plan, none of the Debtor, the Reorganized Debtor, or the Distribution Agent shall have any obligation to make any Plan Distributions with a value of less than \$100, unless a written request therefor is received by the Distribution Agent from the relevant recipient at the addresses set forth in ARTICLE VI.J hereof within 120 days after the later of the (i) Effective Date and (ii) the date such Claim becomes an Allowed Claim. *De minimis* distributions for which no such request is timely received shall

revert to the Claimant Trust. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically deemed satisfied, discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

H. Distributions on Account of Allowed Claims

Except as otherwise agreed by the Holder of a particular Claim or as provided in this Plan, all distributions shall be made pursuant to the terms of this Plan and the Confirmation Order. Except as otherwise provided in this Plan, distributions to any Holder of an Allowed Claim shall, to the extent applicable, be allocated first to the principal amount of any such Allowed Claim, as determined for U.S. federal income tax purposes and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising accrued but unpaid interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

I. General Distribution Procedures

The Distribution Agent shall make all distributions of Cash or other property required under this Plan, unless this Plan specifically provides otherwise. All Cash and other property held by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable, for ultimate distribution under this Plan shall not be subject to any claim by any Person.

J. Address for Delivery of Distributions

Distributions to Holders of Allowed Claims, to the extent provided for under this Plan, shall be made (1) at the addresses set forth in any written notices of address change delivered to the Debtor and the Distribution Agent; (2) at the address set forth on any Proofs of Claim Filed by such Holders (to the extent such Proofs of Claim are Filed in the Chapter 11 Case), (2), or (3) at the addresses in the Debtor's books and records.

If there is any conflict or discrepancy between the addresses set forth in (1) through (3) in the foregoing sentence, then (i) the address in Section (2) shall control; (ii) if (2) does not apply, the address in (1) shall control, and (iii) if (1) does not apply, the address in (3) shall control.

K. Undeliverable Distributions and Unclaimed Property

If the distribution to the Holder of any Allowed Claim is returned to the Reorganized Debtor or the Claimant Trust as undeliverable, no further distribution shall be made to such Holder, and Distribution Agent shall not have any obligation to make any further distribution to the Holder, unless and until the Distribution Agent is notified in writing of such Holder's then current address.

Any Entity that fails to claim any Cash within six months from the date upon which a distribution is first made to such Entity shall forfeit all rights to any distribution under this Plan and such Cash shall thereafter be deemed an Claimant Trust Asset in all respects and for all purposes. Entities that fail to claim Cash shall forfeit their rights thereto and shall have no claim whatsoever against the Debtor's Estate, the Reorganized Debtor, the Claimant Trust, or against any Holder of an Allowed Claim to whom distributions are made by the Distribution Agent.

L. Withholding Taxes

In connection with this Plan, to the extent applicable, the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. The Distribution Agent shall be entitled to deduct any U.S. federal, state or local withholding taxes from any Cash payments made with respect to Allowed Claims, as appropriate. As a condition to receiving any distribution under this Plan, the Distribution Agent may require that the Holder of an Allowed Claim entitled to receive a distribution pursuant to this Plan provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Distribution Agent to comply with applicable tax reporting and withholding laws. If a Holder fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

M. Setoffs

The Distribution Agent may, to the extent permitted under applicable law, set off against any Allowed Claim and any distributions to be made pursuant to this Plan on account of such Allowed Claim, the claims, rights and causes of action of any nature that the Debtor, the Reorganized Debtor, or the Distribution Agent may hold against the Holder of such Allowed Claim that are not otherwise waived, released or compromised in accordance with this Plan; *provided, however*, that neither such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, the Reorganized Debtor, or the Claimant Trustee of any such claims, rights and causes of action that the Debtor, the Reorganized Debtor, or Claimant Trustee possesses against such Holder. Any Holder of an Allowed Claim subject to such setoff reserves the right to challenge any such setoff in the Bankruptcy Court or any other court with jurisdiction with respect to such challenge.

N. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any distribution pursuant to this Plan on account of an Allowed Claim evidenced by negotiable instruments, securities, or notes canceled pursuant to ARTICLE IV of this Plan, the Holder of such Claim will tender the applicable negotiable instruments, securities, or notes evidencing such Claim (or a sworn affidavit identifying the negotiable instruments, securities, or notes formerly held by such Holder and certifying that they have been lost), to the Distribution Agent unless waived in writing by the Distribution Agent.

O. Lost, Stolen, Mutilated or Destroyed Securities

In addition to any requirements under any applicable agreement and applicable law, any Holder of a Claim or Equity Interest evidenced by a security or note that has been lost, stolen, mutilated, or destroyed will, in lieu of surrendering such security or note to the extent required by this Plan, deliver to the Distribution Agent: (i) evidence reasonably satisfactory to the Distribution Agent of such loss, theft, mutilation, or destruction; and (ii) such security or indemnity as may be required by the Distribution Agent to hold such party harmless from any

damages, liabilities, or costs incurred in treating such individual as a Holder of an Allowed Claim or Equity Interest. Upon compliance with ARTICLE VI.O of this Plan as determined by the Distribution Agent, by a Holder of a Claim evidenced by a security or note, such Holder will, for all purposes under this Plan, be deemed to have surrendered such security or note to the Distribution Agent.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED AND DISPUTED CLAIMS

A. Filing of Proofs of Claim

Unless such Claim appeared in the Schedules and is not listed as disputed, contingent, or unliquidated, or such Claim has otherwise been Allowed or paid, each Holder of a Claim was required to file a Proof of Claim on or prior to the Bar Date.

B. Disputed Claims

Following the Effective Date, each of the Reorganized Debtor or the Claimant Trustee, as applicable, may File with the Bankruptcy Court an objection to the allowance of any Disputed Claim or Disputed Equity Interest, request the Bankruptcy Court subordinate any Claims to Subordinated Claims, or any other appropriate motion or adversary proceeding with respect to the foregoing by the Claims Objection Deadline or, at the discretion of the Reorganized Debtor or Claimant Trustee, as applicable, compromised, settled, withdrew or resolved without further order of the Bankruptcy Court, and (ii) unless otherwise provided in the Confirmation Order, the Reorganized Debtor or the Claimant Trust, as applicable, are authorized to settle, or withdraw any objections to, any Disputed Claim or Disputed Equity Interests following the Effective Date without further notice to creditors (other than the Entity holding such Disputed Claim or Disputed Equity Interest) or authorization of the Bankruptcy Court, in which event such Claim or Equity Interest shall be deemed to be an Allowed Claim or Equity Interest in the amount compromised for purposes of this Plan.

C. Procedures Regarding Disputed Claims or Disputed Equity Interests

No payment or other distribution or treatment shall be made on account of a Disputed Claim or Disputed Equity Interest unless and until such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interests and the amount of such Allowed Claim or Equity Interest, as applicable, is determined by order of the Bankruptcy Court or by stipulation between the Reorganized Debtor or Claimant Trust, as applicable, and the Holder of the Claim or Equity Interest.

D. Allowance of Claims and Equity Interests

Following the date on which a Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Equity Interest after the Distribution Date, the Distribution Agent shall make a distribution to the Holder of such Allowed Claim or Equity Interest in accordance with the Plan.

1. Allowance of Claims

After the Effective Date and subject to the other provisions of this Plan, the Reorganized Debtor or the Claimant Trust, as applicable, will have and will retain any and all rights and defenses under bankruptcy or nonbankruptcy law that the Debtor had with respect to any Claim. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Case prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim or Equity Interest will become an Allowed Claim or Equity Interest unless and until such Claim or Equity Interest is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered an order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim or Equity Interest.

2. Estimation

Subject to the other provisions of this Plan, the Debtor, prior to the Effective Date, and the Reorganized Debtor or the Claimant Trustee, as applicable, after the Effective Date, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim or Disputed Equity Interest pursuant to applicable law and in accordance with this Plan and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim or Disputed Equity Interest, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or Equity Interest or during the pendency of any appeal relating to any such objection. All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims or Equity Interests may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation proceeding.

3. Disallowance of Claims

Any Claims or Equity Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court Order with respect thereto has been entered and all sums due, if any, to the Reorganized Debtor or the Claimant Trust, as applicable, by that Entity have been turned over or paid to the Reorganized Debtor or the Claimant Trust, as applicable.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS AGREED TO BY THE DEBTOR, REORGANIZED DEBTOR, OR CLAIMANT TRUSTEE, AS APPLICABLE, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH

LATE PROOF OF CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

**ARTICLE VIII.
EFFECTIVENESS OF THIS PLAN**

A. Conditions Precedent to the Effective Date

The Effective Date of this Plan will be conditioned upon the satisfaction or waiver by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee with such consent not to be unreasonably withheld), pursuant to the provisions of ARTICLE VIII.B of this Plan of the following:

- This Plan and the Plan Documents, including the Claimant Trust Agreement and the Reorganized Limited Partnership Agreement, and all schedules, documents, supplements and exhibits to this Plan shall have been Filed in form and substance reasonably acceptable to the Debtor and the Committee.
- The Confirmation Order shall have become a Final Order and shall be in form and substance reasonably acceptable to the Debtor and the Committee. The Confirmation Order shall provide that, among other things, (i) the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee are authorized to take all actions necessary or appropriate to effectuate and consummate this Plan, including, without limitation, (a) entering into, implementing, effectuating, and consummating the contracts, instruments, releases, and other agreements or documents created in connection with or described in this Plan, (b) assuming the Executory Contracts and Unexpired Leases set forth in the Plan Supplement, (c) making all distributions and issuances as required under this Plan; and (d) entering into any transactions as set forth in the Plan Documents; (ii) the provisions of the Confirmation Order and this Plan are nonseverable and mutually dependent; (iii) the implementation of this Plan in accordance with its terms is authorized; (iv) pursuant to section 1146 of the Bankruptcy Code, the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of Assets contemplated under this Plan, shall not be subject to any Stamp or Similar Tax; and (v) the vesting of the Claimant Trust Assets in the Claimant Trust and the Reorganized Debtor Assets in the Reorganized Debtor, in each case as of the Effective Date free and clear of liens and claims to the fullest extent permissible under applicable law pursuant to section 1141(c) of the Bankruptcy Code except with respect to such Liens, Claims, charges and other encumbrances that are specifically preserved under this Plan upon the Effective Date.
- All documents and agreements necessary to implement this Plan, including without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust Agreement, and the New GP LLC Documents, in each case in form and substance reasonably acceptable to the Debtor and the Committee, shall have (a) been tendered for delivery, and (b) been effected by, executed by, or otherwise deemed binding

upon, all Entities party thereto and shall be in full force and effect. All conditions precedent to such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

- All authorizations, consents, actions, documents, approvals (including any governmental approvals), certificates and agreements necessary to implement this Plan, including, without limitation, the Reorganized Limited Partnership Agreement, the Claimant Trust Agreement, and the New GP LLC Documents, shall have been obtained, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws and any applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain or prevent effectiveness or consummation of the Restructuring.
- The Debtor shall have obtained applicable directors' and officers' insurance coverage that is acceptable to each of the Debtor, the Committee, the Claimant Trust Oversight Committee, the Claimant Trustee and the Litigation Trustee.
- The Professional Fee Reserve shall be funded pursuant to this Plan in an amount determined by the Debtor in good faith.

B. Waiver of Conditions

The conditions to effectiveness of this Plan set forth in this ARTICLE VIII (other than that the Confirmation Order shall have been entered) may be waived in whole or in part by the Debtor (and, to the extent such condition requires the consent of the Committee, the consent of the Committee) and any applicable parties in Section VII.A of this Plan, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or effectuate this Plan. The failure to satisfy or waive a condition to the Effective Date may be asserted by the Debtor regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtor to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time by the Debtor, the Reorganized Debtor, or the Claimant Trust, as applicable.

C. Dissolution of the Committee

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date pursuant to the Plan. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's

Professionals to represent either of the Trustees or to be compensated or reimbursed per the Plan and the Claimant Trust Agreement in connection with such representation.

ARTICLE IX.
EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. General

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions and treatments under the Plan shall take into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise.

B. Discharge of Claims

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, all consideration distributed under this Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of any kind or nature whatsoever against the Debtor or any of its Assets or properties, and regardless of whether any property will have been distributed or retained pursuant to this Plan on account of such Claims or Equity Interests. Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtor and its Estate will be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims and Equity Interests of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

C. Exculpation

Subject in all respects to ARTICLE XII.D of this Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(iv); *provided, however*, the foregoing will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross

negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan, including ARTICLE IV.C.2, protecting such Exculpated Parties from liability.

D. Releases by the Debtor

On and after the Effective Date, each Released Party is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, including, but not limited to, the Claimant Trust and the Litigation Sub-Trust from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Person.

Notwithstanding anything contained herein to the contrary, the foregoing release does not release: (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) the rights or obligations of any current employee of the Debtor under any employment agreement or plan, (iii) the rights of the Debtor with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtor under any employment agreement with a current or former employee of the Debtor, (iv) any Avoidance Actions, or (v) any Causes of Action arising from willful misconduct, criminal misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

Notwithstanding anything herein to the contrary, any release provided pursuant to this ARTICLE IX.D (i) with respect to a Senior Employee, is conditioned in all respects on (a) such Senior Employee executing a Senior Employee Stipulation on or prior to the Effective Date and (b) the reduction of such Senior Employee's Allowed Claim as set forth in the Senior Employee Stipulation (such amount, the "Reduced Employee Claim"), and (ii) with respect to any Employee, including a Senior Employee, shall be deemed null and void and of no force and effect (1) if there is more than one member of the Claimant Trust Oversight Committee who does not represent entities holding a Disputed or Allowed Claim (the "Independent Members"), the Claimant Trustee and the Independent Members by majority vote determine or (2) if there is only one Independent Member, the Independent Member after discussion with the Claimant Trustee, determines (in each case after discussing with the full Claimant Trust Oversight Committee) that such Employee (regardless of whether the Employee is then currently employed by the Debtor, the Reorganized Debtor, or the Claimant Trustee):

- sues, attempts to sue, or threatens or works with or assists any entity or person to sue, attempt to sue, or threaten the Reorganized Debtor, the Claimant Trust, the Litigation

Sub-Trust, or any of their respective employees or agents, or any Released Party on or in connection with any claim or cause of action arising prior to the Effective Date,

- has taken any action that, impairs or harms the value of the Claimant Trust Assets or the Reorganized Debtor Assets, or
- (x) upon the request of the Claimant Trustee, has failed to provide reasonable assistance in good faith to the Claimant Trustee or the Reorganized Debtor with respect to (1) the monetization of the Claimant Trust Assets or Reorganized Debtor Assets, as applicable, or (2) the resolution of Claims, or (y) has taken any action that impedes or frustrates the Claimant Trustee or the Reorganized Debtor with respect to any of the foregoing.

Provided, however, that the release provided pursuant to this ARTICLE IX.D will vest and the Employee will be indefeasibly released pursuant to this ARTICLE IX.D if such Employee's release has not been deemed null and void and of no force and effect on or prior to the date that is the date of dissolution of the Claimant Trust pursuant to the Claimant Trust Agreement.

By executing the Senior Employee Stipulation embodying this release, each Senior Employee acknowledges and agrees, without limitation, to the terms of this release and the tolling agreement contained in the Senior Employee Stipulation.

The provisions of this release and the execution of a Senior Employee Stipulation will not in any way prevent or limit any Employee from (i) prosecuting its Claims, if any, against the Debtor's Estate, (ii) defending him or herself against any claims or causes of action brought against the Employee by a third party, or (iii) assisting other persons in defending themselves from any Estate Claims brought by the Litigation Trustee (but only with respect to Estate Claims brought by the Litigation Trustee and not collection or other actions brought by the Claimant Trustee).

E. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in this Plan, after the Effective Date, the Reorganized Debtor or the Claimant Trust will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action included in the Reorganized Debtor Assets or Claimant Trust Assets, as applicable, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Case and, as the successors in interest to the Debtor and the Estate, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of the Causes of Action without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in this Plan or any Final

Order (including, without limitation, the Confirmation Order), such Cause of Action is expressly reserved for later adjudication by the Reorganized Debtor or Claimant Trust, as applicable (including, without limitation, Causes of Action not specifically identified or of which the Debtor may presently be unaware or that may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action as a consequence of the confirmation, effectiveness, or consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except where such Causes of Action have been expressly released in this Plan or any other Final Order (including, without limitation, the Confirmation Order). In addition, the right of the Reorganized Debtor or the Claimant Trust to pursue or adopt any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits, is expressly reserved.

F. Injunction

Upon entry of the Confirmation Order, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, from taking any actions to interfere with the implementation or consummation of the Plan.

Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

The injunctions set forth herein shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation Sub-Trust, and the Claimant Trust and their respective property and interests in property.

Subject in all respects to ARTICLE XII.D, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or

arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; *provided, however*, the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in ARTICLE XI, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

G. Duration of Injunctions and Stays

ARTICLE II. Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, (i) all injunctions and stays entered during the Chapter 11 Case and in existence on the Confirmation Date shall remain in full force and effect in accordance with their terms; and (ii) the automatic stay arising under section 362 of the Bankruptcy Code shall remain in full force and effect subject to Section 362(c) of the Bankruptcy Code, and to the extent necessary if the Debtor does not receive a discharge, the Court will enter an equivalent order under Section 105.

H. Continuance of January 9 Order

Unless otherwise provided in this Plan, in the Confirmation Order, or in a Final Order of the Bankruptcy Court, the restrictions set forth in paragraphs 9 and 10 of the *Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course*, entered by the Bankruptcy Court on January 9, 2020 [D.I. 339] shall remain in full force and effect following the Effective Date.

**ARTICLE X.
BINDING NATURE OF PLAN**

On the Effective Date, and effective as of the Effective Date, the Plan, including, without limitation, the provisions in ARTICLE IX, will bind, and will be deemed binding upon, all Holders of Claims against and Equity Interests in the Debtor and such Holder's respective successors and assigns, to the maximum extent permitted by applicable law, notwithstanding whether or not such Holder will receive or retain any property or interest in property under the Plan. All Claims and Debts shall be fixed and adjusted pursuant to this Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state,

Governmental Unit or parish in which any instrument related to the Plan or related to any transaction contemplated thereby is to be recorded with respect to any taxes of the kind specified in Bankruptcy Code section 1146(a).

ARTICLE XI.
RETENTION OF JURISDICTION

Pursuant to sections 105 and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Reorganized Debtor, the Claimant Trust, and this Plan to the maximum extent legally permissible, including, without limitation, jurisdiction to:

- allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured, unsecured, or subordinated status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of any Claim or Equity Interest;
- grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided, however*, that, from and after the Effective Date, the Reorganized Debtor shall pay Professionals in the ordinary course of business for any work performed after the Effective Date subject to the terms of this Plan and the Confirmation Order, and such payment shall not be subject to the approval of the Bankruptcy Court;
- resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor, Reorganized Debtor, or Claimant Trust may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, any dispute regarding whether a contract or lease is or was executory or expired;
- make any determination with respect to a claim or cause of action against a Protected Party as set forth in ARTICLE IX;
- resolve any claim or cause of action against an Exculpated Party or Protected Party arising from or related to the Chapter 11 Case, the negotiation of this Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, or the transactions in furtherance of the foregoing;
- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any sale, disposition, assignment or other transfer of the Reorganized Debtor Assets or Claimant Trust Assets, including any break-up compensation or

expense reimbursement that may be requested by a purchaser thereof; *provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;

- if requested by the Reorganized Debtor or the Claimant Trustee, authorize, approve, and allow any borrowing or the incurrence of indebtedness, whether secured or unsecured by the Reorganized Debtor or Claimant Trust; *provided, however*, that neither the Reorganized Debtor nor the Claimant Trustee shall be required to seek such authority or approval from the Bankruptcy Court unless otherwise specifically required by this Plan or the Confirmation Order;
- resolve any issues related to any matters adjudicated in the Chapter 11 Case;
- ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;
- decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action (including Estate Claims) that are pending as of the Effective Date or that may be commenced in the future, including approval of any settlements, compromises, or other resolutions as may be requested by the Debtor, the Reorganized Debtor, the Claimant Trustee, or the Litigation Trustee whether under Bankruptcy Rule 9019 or otherwise, and grant or deny any applications involving the Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor, the Claimant Trustee, or Litigation Trustee after the Effective Date, provided that the Reorganized Debtor, the Claimant Trustee, and the Litigation Trustee shall reserve the right to commence actions in all appropriate forums and jurisdictions;
- enter such orders as may be necessary or appropriate to implement, effectuate, or consummate the provisions of this Plan, the Plan Documents, and all other contracts, instruments, releases, and other agreements or documents adopted in connection with this Plan, the Plan Documents, or the Disclosure Statement;
- resolve any cases, controversies, suits or disputes that may arise in connection with the implementation, effectiveness, consummation, interpretation, or enforcement of this Plan or any Entity's obligations incurred in connection with this Plan;
- issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with implementation, effectiveness, consummation, or enforcement of this Plan, except as otherwise provided in this Plan;
- enforce the terms and conditions of this Plan and the Confirmation Order;
- resolve any cases, controversies, suits or disputes with respect to the release, exculpation, indemnification, and other provisions contained herein and enter such

orders or take such others actions as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

- enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;
- resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Plan Documents, or any contract, instrument, release, indenture or other agreement or document adopted in connection with this Plan or the Disclosure Statement; and
- enter an order concluding or closing the Chapter 11 Case after the Effective Date.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees and Filing of Reports

All outstanding Statutory Fees shall be paid on the Effective Date. All such fees payable, and all such fees that become due and payable, after the Effective Date shall be paid by the Reorganized Debtor when due or as soon thereafter as practicable until the Chapter 11 Case is closed, converted, or dismissed. The Claimant Trustee shall File all quarterly reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Claimant Trustee shall File with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee. The Reorganized Debtor shall remain obligated to pay Statutory Fees to the Office of the U.S. Trustee until the earliest of the Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order with the consent of the Committee, such consent not to be unreasonably withheld; and (b) after the entry of the Confirmation Order, the Debtor may, after notice and hearing and entry of an order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

C. Revocation of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to File a subsequent chapter 11 plan with the consent of the Committee. If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan, assumption of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement

executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (iii) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other Entity.

D. Obligations Not Changed

Notwithstanding anything in this Plan to the contrary, nothing herein will affect or otherwise limit or release any non-Debtor Entity's (including any Exculpated Party's) duties or obligations, including any contractual and indemnification obligations, to the Debtor, the Reorganized Debtor, or any other Entity whether arising under contract, statute, or otherwise.

E. Entire Agreement

Except as otherwise described herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

F. Closing of Chapter 11 Case

The Claimant Trustee shall, after the Effective Date and promptly after the full administration of the Chapter 11 Case, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

G. Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtor and its successors and assigns, including, without limitation, the Reorganized Debtor and the Claimant Trustee. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

H. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Effective Date occurs. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtor, the Reorganized Debtor, the Claimant Trustee, or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtor, the Reorganized Debtor, or the Claimant Trustee with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Neither the exclusion or inclusion by the Debtor of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Documents, nor anything contained in this

Plan, will constitute an admission by the Debtor that any such contract or lease is or is not an executory contract or lease or that the Debtor, the Reorganized Debtor, the Claimant Trustee, or their respective Affiliates has any liability thereunder.

Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtor, the Reorganized Debtor, or the Claimant Trustee under any executory or non-executory contract.

Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, under any executory or non-executory contract or lease.

If there is a dispute regarding whether a contract or lease is or was executory at the time of its assumption under this Plan, the Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract.

I. Further Assurances

The Debtor, the Reorganized Debtor, or the Claimant Trustee, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder, and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order. On or before the Effective Date, the Debtor shall File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

J. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

K. Service of Documents

All notices, requests, and demands to or upon the Debtor, the Reorganized Debtor, or the Claimant Trustee to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered addressed as follows:

If to the Claimant Trust:

Highland Claimant Trust
c/o Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

If to the Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

If to the Reorganized Debtor:

Highland Capital Management, L.P.
300 Crescent Court, Suite 700
Dallas, Texas 75201
Attention: James P. Seery, Jr.

with copies to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey N. Pomerantz, Esq.
Ira D. Kharasch, Esq.
Gregory V. Demo, Esq.

L. Exemption from Certain Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code

To the extent permitted by applicable law, pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents or taxing authority to forego

the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of and the distributions to be made under this Plan; (ii) the maintenance or creation of security or any Lien as contemplated by this Plan; and (iii) assignments, sales, or transfers executed in connection with any transaction occurring under this Plan.

M. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Texas, without giving effect to the principles of conflicts of law of such jurisdiction; *provided, however*, that corporate governance matters relating to the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trust, as applicable, shall be governed by the laws of the state of organization of the Debtor, the Reorganized Debtor, New GP LLC, or the Claimant Trustee, as applicable.

N. Tax Reporting and Compliance

The Debtor is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtor is for all taxable periods ending after the Petition Date through, and including, the Effective Date.

O. Exhibits and Schedules

All exhibits and schedules to this Plan, if any, including the Exhibits and the Plan Documents, are incorporated and are a part of this Plan as if set forth in full herein.

P. Controlling Document

In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and of the Confirmation Order, on the other hand, shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any provision of this Plan, the Disclosure Statement, and any Plan Document, on the one hand, and any provision of the Confirmation Order, on the other hand, that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan, the Disclosure Statement, and the Plan Documents, as applicable.

[Remainder of Page Intentionally Blank]

Dated: January 22, 2021

Respectfully submitted,

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: 

James P. Seery, Jr.
Chief Executive Officer and Chief Restructuring
Officer

Prepared by:

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
Ira D. Kharasch (CA Bar No. 109084)
Gregory V. Demo (NY Bar No. 5371992)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
ikharasch@pszjlaw.com
gdemo@pszjlaw.com

and

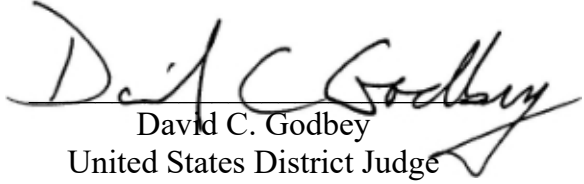
HAYWARD & ASSOCIATES PLLC

Melissa S. Hayward (TX Bar No. 24044908)
Zachery Z. Annable (TX Bar No. 24053075)
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110
Email: MHayward@HaywardFirm.com
ZAnnable@HaywardFirm.com

Counsel for the Debtor and Debtor-in-Possession

EXHIBIT 11

Signed May 19, 2022.


David C. Godbey
United States District Judge

4. This Court has general personal jurisdiction over Defendant Highland Capital Management, LP, because it has continuously done business in this state, and the causes of action arise from the acts or omissions committed in this state.

5. Venue is proper in this Court because a substantial number of the acts or omissions giving rise to this lawsuit and the causes of action asserted herein occurred in Dallas County.

III.

FACTUAL BACKGROUND

6. HCMLP is both the advisor and general partner of Highland Select Funds, LP (“Select”).

7. Plaintiff, PCMG, is an equity-holder in Select and for all relevant times, was an advisee of HCMLP, as a registered investment advisor (an “RIA”), subject to the Advisers Act of 1940 (the “Advisers Act”).

8. HCMLP therefore owed PCMG fiduciary duties. James Seery, as the agent of HCMLP and control person directing the actions of Select, acknowledged during testimony in April 2020, that he and HCMLP have fiduciary duties under the Advisers Act both to the funds that HCMLP manages and directly to the investors of those funds.

9. He also testified that HCMLP is required to subordinate its interests in the funds to those of the investors.

10. HCMLP’s control over Select as an advisor and owner has also given it control over the assets that Select owns and controls.

11. One of those assets is an entity called Trussway Manufacturing, Inc. (“Trussway”). Trussway specializes in manufacturing and designing trusses and other framing components for use on commercial and large-construction platforms.

12. Trussway's wholly-owned subsidiary is an entity called Structural & Steel Products Inc. ("SSP").

13. SSP, based in Ft. Worth, Texas, was a leading distributor and manufacturer of transportation, telecommunications, transmission and utility infrastructure products. SSP was founded in 1969 and manufactures steel products out of its Ft. Worth, TX manufacturing facility. Their manufactured parts and products are sold throughout the United States, from light rail infrastructure to high mast lighting poles to overhead highway sign structures.

14. SSP was purchased in or around 2013 for \$65 million – \$20 million in equity, \$33 million in bank debt, and \$12 million in subordinated debt. Over the course of years, cash flows improved from \$8 million at the time of acquisition, to over \$10 million.

15. In or around the first week of November, 2020, HCMLP caused Trussway to sell SSP to Race Rock Group, a Houston-based private equity group, which is reported to have a prior affiliation with the SSP management team.

16. The sale was for approximately \$50 million – which is a value far below what should have been, at what amounts to a distressed price given the original \$60 million price (and the debt still remaining). By selling for \$50 million, HCMLP wiped out \$10 million in equity.

17. Upon information and belief, the sale occurred without taking SSP to market through a normal competitive bidding process, without the benefit of a broker or investment banker, and without any "stalking horse" or shopping process.

18. Other potential topping bids were specifically excluded by Seery from participating in the sale process.

19. Specifically, Jim Seery (the CEO of Highland) explicitly forbade JP Sevilla (then the head of Private Equity)—as well as the entire team at HCMLP—from informing, engaging or

updating parties likely to pay a higher price, such as James Dondero and other parties. This directive was effective in that it completely chilled all bidding.

20. There was no pro-investor rationale for such a directive which was unfair and detrimental to minority investors such as the Plaintiff.

21. The driving reason for all of this clandestine selling is even more troubling: the sale appears to have been made in order for the cash receipts from the sale to be siphoned by HCMLP to pay its own creditors.

22. Again, as Seery himself admitted under oath: as an RIA, neither he nor HCMLP is allowed to sacrifice the interests of its investors in order to save its own skin or to benefit itself; nor is Seery allowed to benefit a colleague or client at the expense of investors in a fund managed and advised by Highland.

23. Furthermore, as an RIA, HCMLP's internal policies and procedures prevent it from advising an advisee fund and / or causing a trade to be made without full disclosure to the investors of the advisee fund of its interest in the transaction.

24. There was no court approval for the sale, despite HCMLP being in bankruptcy.

25. HCMLP has not filed any of the usual Rule 2015 reports for the operations and dispositions of its subsidiary businesses as required by law, announcing disclosing or reflecting this assets sale.

26. HCMLP's compliance had an obligation to scrutinize the transaction. It, including Thomas Surgent, should have weighed in and compelled a more transparent process, should have scrutinized the relationship between SSP's then-CEO and the new buyers (who formerly employed him); and finally, HCMLP should have given the equity holders notice of the sale and/or offered SSP to PCMG or other equity holders as part of such a transparent process.

IV.

CAUSES OF ACTION

First Cause of Action **Breach of the Advisers Act**

27. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

28. As an RIA, HCMLP is subject to the Investment Advisers Act of 1940.

29. Under this federal law, an investment adviser is a fiduciary.¹ This includes a duty of care and a duty of loyalty, and a duty to refrain from engaging in transactions in which it is not a disinterested person.

30. The duty of loyalty imposed by the Advisers Act to which advisers are subject is not specifically defined in the Advisers Act or in Commission rules, but reflects a Congressional recognition “of the delicate fiduciary nature of an investment advisory relationship” as well as a Congressional intent to “eliminate, or at least to expose, all conflicts of interest which might incline an investment adviser—consciously or unconsciously—to render advice which was not disinterested.”

31. To meet its duty of loyalty, an adviser must make full and fair disclosure to its clients of all material facts relating to the advisory relationship, including disclosing transactions in which the advisor has an interest, and to disclose all pertinent facts of a transaction that could affect the client or the client’s interest.² In order for disclosure to be full and fair, it should be

¹ *SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 194 (1963). *Santa Fe Industries, Inc. v. Green*, 430 U.S. 462, 471, n.11 (1977) (in discussing *SEC v. Capital Gains*, stating that the Supreme Court’s reference to fraud in the “equitable” sense of the term was “premised on its recognition that Congress intended the Investment Advisers Act to establish federal fiduciary standards for investment advisers”); Investment Advisers Act Release No. 3060 (July 28, 2010) (“Under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own”).

² *SEC v. Capital Gains*, *supra* (“Failure to disclose material facts must be deemed fraud or deceit within its intended meaning”). Investment Advisers Act Release 3060 (“as a fiduciary, an adviser has an ongoing obligation to inform its clients of any material information that could affect the advisory relationship”); General Instruction 3 to Part 2 of

sufficiently specific so that a client is able to understand the material fact or conflict of interest and make an informed decision whether to provide consent.

32. This fiduciary duty also requires an adviser “to adopt the principal’s goals, objectives, or ends.” This means the adviser must, at all times, serve the best interest of its client and not subordinate its client’s interest to its own. In other words, the investment adviser cannot place its own interests ahead of the interests of its client and must at all times act for the interests of its investors.³

33. The duty of care includes, among other things: (i) the duty to provide advice that is in the best interest of the client, (ii) the duty to seek best execution of a client’s transactions where the adviser has the responsibility to select broker-dealers to execute client trades, and (iii) the duty to provide advice and monitoring over the course of the relationship.

34. These fiduciary duties are unwaivable, and any agreement made in derogation of the obligations under the Advisers Act is void.

35. Section 204 of the Advisers Act requires HCMLP to carry written policies and procures that must be followed in order to adhere to its federal obligations.

36. Section 206 of the Advisers Act prohibits transactions by an advisor that were accomplished via a “deceit” on a client or prospective client, or by concealing the role and interest the advisor has in the transaction, or via engaging in a course of conduct that has a tendency to mislead a client or which is manipulative.

Form ADV (“Under federal and state law, you are a fiduciary and must make full disclosure to your clients of all material facts relating to the advisory relationship”).

³ Investment Advisers Act Release 3060 (adopting amendments to Form ADV and stating that “under the Advisers Act, an adviser is a fiduciary whose duty is to serve the best interests of its clients, which includes an obligation not to subrogate clients’ interests to its own,” citing Investment Advisers Act Release 2106, *supra* footnote 15). *SEC v. Tambone*, 550 F.3d 106, 146 (1st Cir. 2008) (“Section 206 imposes a fiduciary duty on investment advisers to act at all times in the best interest of the fund...”); *SEC v. Moran*, 944 F. Supp. 286, 297 (S.D.N.Y. 1996) (“Investment advisers are entrusted with the responsibility and duty to act in the best interest of their clients.”).

37. The Advisers Act also requires transparency.

38. Here, HCMLP breached its duties under the Advisers Act by (1) selling SSP at a distressed price when it was not in distress and there was no need at SSP, Trussway or Select to sell SSP; (2) concealing the information about the transaction from PCMG, (3) failing to advise PCMG of the opportunity to purchase SSP, (4) concealing the purpose behind the sale of SSP and the conflicts of interest that arose; (5) causing SSP to be sold in a manner that violated the rights of PCMG as an investor (e.g., by failing to conduct an auction and obtaining competitive bids and taking SSP to market); (6) utilizing the sale for its own ends.

39. The Advisors Act declares any contract that was made in violation of its provisions or regulations, or any contract that has been performed in violation of the Advisors Act, void.

40. The Advisers Act created a private right of action to void unlawful agreements and acts and seek such equitable relief as accompanies such claims. Moreover, the Advisers Act creates a federally prescribed fiduciary duty picked up by state common law fiduciary duty claims and makes it impossible for those duties to be waived via contract or otherwise.

41. PCMG has been damaged by HCMLP and its agents' breaches of fiduciary duty.

42. PCMG is thus entitled to compensation for its losses and any other relief to which it is justly entitled.

Second Cause of Action
Breach of Fiduciary Duty under Texas Law

43. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

44. HCMLP owes fiduciary duties to Plaintiff by virtue of its role as a direct RIA advisor to PCMG under an advisory contract.

45. HCMLP owes fiduciary duties to Plaintiff by virtue of its role as a direct RIA advisor to Select, under an advisory contract, of which PCMG is an investor.

46. Both of these duties require HCMLP to take any action that is in the best interest of the investors it is advising, whether directly or indirectly.

47. HCMLP's decision to cause Trussway to sell SSP violated those fiduciary duties because they were not in the best interests of PCMG.

48. HCMLP's decision to cause Trussway to sell SSP was a violation of its fiduciary duties to PCMG because it did not follow a valid process for maximizing the value of SSP.

49. HCMLP's fiduciary duties further obligated it to fully and faithfully disclose all aspects of transactions with its investors-advisees, especially where HCMLP had a conflict of interest in the transaction.

50. HCMLP has breached its fiduciary duties to PCMG.

51. HCMLP, as an advisor to PCMG, should have informed PCMG that SSP was for sale at an advantageous price due to HCMLP's need to liquidate and raise capital for itself, and allowed PCMG the opportunity to purchase SSP at the distressed price that it went out at.

52. HCMLP's internal policies and procedures specifically address and prohibit HCMLP's conduct, rendering the conduct reckless in the face of known risks.

53. Because of HCMLP's breaches, PCMG has suffered losses in value and opportunity cost.

54. Because of HCMLP's breaches, PCMG is entitled to recover damages, exemplary damages, attorneys' fees, and costs.

Third Cause of Action
Breach of Contract

55. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

56. HCMLP owes duties to Plaintiff by virtue of its role as a direct RIA advisor to PCMG under an advisory contract.

57. Under the advisory agreement, HCMLP agreed to provide advice and investment opportunities to PCMG. The Select fund opportunity was invested in by PCMG specifically because it was advised to do so by HCMLP.

58. HCMLP knew of an investment opportunity in SSP—which HCMLP had already advised on—and did not offer it to any other investor in select, such as PCMG, or to any third party who could have paid a higher price for SSP. Instead, SSP went to a private equity fund who saw the tremendous “upside” in the value of their new asset.

59. This was a breach of the advisory agreement, as were the breaches of fiduciary duty, noted *supra*.

60. Because of HCMLP’s breaches, PCMG has suffered losses in value and opportunity cost.

61. Because of HCMLP’s breaches, PCMG is entitled to recover damages, exemplary damages, attorneys’ fees, and costs.

Dated: May 21, 2021

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti

Texas Bar No. 24058096

Jonathan Bridges

Texas Bar No. 24028835

Kevin N. Colquitt

Texas Bar No. 24072047

J.P. MORGAN CHASE TOWER

2200 Ross Avenue – Suite 4900W

Dallas, TX 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

jeb@sbaitilaw.com

knc@sbaitilaw.com

COUNSEL FOR PLAINTIFF

Case 22-03062-sgj Doc 1-2 Filed 06/10/22 Entered 06/10/22 16:42:25 Page 1 of 1

Case 3:21-cv-01169-N Document 2 Filed 05/24/21 Page 1 of 1 PageID 10

JS 44 (Rev. 10/20) - TXND (10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PCMG TRADING PARTNERS XXIII, LP

(b) County of Residence of First Listed Plaintiff DALLAS
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

SBAITI & COMPANY PLLC (214) 432-2899
2200 ROSS AVE., SUITE 4900W, DALLAS, TX 75201**DEFENDANTS**

HIGHLAND CAPITAL MANAGEMENT, L.P.

County of Residence of First Listed Defendant DALLAS
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input checked="" type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

18 USC 80b-1 e & seq

Brief description of cause:

Violations of Advisors Act

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
0

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/21/2021

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Appx. 00344

JURY

**U.S. District Court
Northern District of Texas (Dallas)
CIVIL DOCKET FOR CASE #: 3:21-cv-01169-N**

PCMG Trading Partners XXIII LP v. Highland Capital
Management LP
Assigned to: Judge David C Godbey
Cause: 29:1109 Breach of Fiduciary Duties

Date Filed: 05/21/2021
Jury Demand: Plaintiff
Nature of Suit: 890 Other Statutes: Other
Statutory Actions
Jurisdiction: Federal Question

Plaintiff

PCMG Trading Partners XXIII LP

represented by **Mazin A Sbaiti**
Sbaiti & Company PLLC
J.P. Morgan Chase Tower
2200 Ross Avenue
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214-853-4367
Email: MAS@SbaitiLaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Jonathan Bridges
Sbaiti & Company PLLC
2200 Ross Ave
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214/754-1933 FAX
Email: jeb@sbaitilaw.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Kevin N Colquitt
Sbaiti & Company, PLLC
2200 Ross Ave.
Suite 4900W
Dallas, TX 75201
214-432-2899
Fax: 214-853-4367
Email: knc@sbaitilaw.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

V.

Defendant

Highland Capital Management LP

represented by **Zachery Z Annable**

Hayward PLLC
10501 N Central Expressway, Suite 106
Dallas, TX 75231
972-755-7108
Fax: 972-755-7110
Email: zannable@haywardfirm.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Gregory V Demo

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Email: gdemo@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Hayley R Winograd

Pachulski Stand Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017
212-561-7700
Fax: 212-561-7777
Bar Status: Not Admitted

Jeffrey N Pomerantz

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd
13th Floor
Los Angeles, CA 90067
310-227-6910
Fax: 310-201-0760
Email: jpomerantz@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

John A Morris

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017-2024
212-561-7700
Fax: 212-561-7777
Email: jmorris@pszjlaw.com
ATTORNEY TO BE NOTICED
Bar Status: Not Admitted

Melissa S Hayward

Hayward PLLC
10501 N Central Expressway, Suite 106
Dallas, TX 75231

972-755-7100
 Fax: 972-755-7104
 Email: mhayward@haywardfirm.com
ATTORNEY TO BE NOTICED
Bar Status: Admitted/In Good Standing

Bankruptcy Judge**Stacey G Jernigan**

represented by **Stacey G Jernigan**
 US Bankruptcy Court
 Chambers of Judge Stacey G C Jernigan
 1100 Commerce St
 Room 1254
 Dallas, TX 75242-1496
 214-753-2040
 Email: sgj_settings@txnb.uscourts.gov
 PRO SE

V.

Notice Only**Case Admin Sup**

represented by **Case Admin Sup**
 Email: txnb_appeals@txnb.uscourts.gov
 PRO SE

Date Filed	#	clear	Docket Text
05/21/2021	1	<input checked="" type="checkbox"/>	COMPLAINT WITH JURY DEMAND against All Defendants filed by PCMG Trading Partners XXIII, LP. (Filing fee \$402; Receipt number 0539-11917511) Clerk to issue summons(es). In each Notice of Electronic Filing, the judge assignment is indicated, and a link to the Judges Copy Requirements and Judge Specific Requirements is provided. The court reminds the filer that any required copy of this and future documents must be delivered to the judge, in the manner prescribed, within three business days of filing. Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas must seek admission promptly. Forms, instructions, and exemption information may be found at www.txnd.uscourts.gov , or by clicking here: Attorney Information - Bar Membership . If admission requirements are not satisfied within 21 days, the clerk will notify the presiding judge. (Sbaiti, Mazin) (Entered: 05/21/2021)
05/21/2021	3	<input checked="" type="checkbox"/>	New Case Notes: A filing fee has been paid. Pursuant to Misc. Order 6, Plaintiff is provided the Notice of Right to Consent to Proceed Before A U.S. Magistrate Judge (Judge Rutherford). Clerk to provide copy to plaintiff if not received electronically. (ygl) (Entered: 05/24/2021)
05/24/2021	2	<input checked="" type="checkbox"/>	ADDITIONAL ATTACHMENTS to 1 Complaint by Plaintiff PCMG Trading Partners XXIII, LP. (Sbaiti, Mazin) (Entered: 05/24/2021)
05/24/2021	4	<input checked="" type="checkbox"/>	Summons Issued as to Highland Capital Management LP. (ygl) (Entered: 05/24/2021)
06/23/2021	5	<input checked="" type="checkbox"/>	AMENDED Cover Sheet by PCMG Trading Partners XXIII LP. (Sbaiti, Mazin) (Entered: 06/23/2021)
08/26/2021	6	<input checked="" type="checkbox"/>	MOTION to Stay filed by PCMG Trading Partners XXIII LP (Sbaiti, Mazin)

			(Entered: 08/26/2021)
09/07/2021	7		ELECTRONIC ORDER granting 6 Motion to Stay (6 Motion to Stay filed by PCMG Trading Partners XXIII LP terminated.) (Ordered by Judge David C Godbey on 9/7/2021) (chmb) (Entered: 09/07/2021)
10/05/2021	8	<input checked="" type="checkbox"/>	MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) filed by Highland Capital Management LP (Attachments: # 1 Exhibit(s) A)Attorney Zachery Z. Annable added to party Highland Capital Management LP(pty:dft) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	9	<input checked="" type="checkbox"/>	Brief/Memorandum in Support filed by Highland Capital Management LP re 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	10	<input checked="" type="checkbox"/>	Appendix in Support filed by Highland Capital Management LP re 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Attachments: # 1 Exhibit(s) 1, # 2 Exhibit(s) 2, # 3 Exhibit(s) 3, # 4 Exhibit(s) 4, # 5 Exhibit(s) 5, # 6 Exhibit(s) 6, # 7 Exhibit(s) 7, # 8 Exhibit(s) 8, # 9 Exhibit(s) 9, # 10 Exhibit(s) 10, # 11 Exhibit(s) 11, # 12 Exhibit(s) 12, # 13 Exhibit(s) 13, # 14 Exhibit(s) 14, # 15 Exhibit(s) 15, # 16 Exhibit(s) 16, # 17 Exhibit(s) 17, # 18 Exhibit(s) 18, # 19 Exhibit(s) 19, # 20 Exhibit(s) 20, # 21 Exhibit(s) 21, # 22 Exhibit(s) 22, # 23 Exhibit(s) 23, # 24 Exhibit(s) 24, # 25 Exhibit(s) 25, # 26 Exhibit(s) 26, # 27 Exhibit(s) 27, # 28 Exhibit(s) 28, # 29 Exhibit(s) 29) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	11	<input checked="" type="checkbox"/>	MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) filed by Highland Capital Management LP (Attachments: # 1 Exhibit(s) A) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	12	<input checked="" type="checkbox"/>	Brief/Memorandum in Support filed by Highland Capital Management LP re 11 MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) (Annable, Zachery) (Entered: 10/05/2021)
10/05/2021	13	<input checked="" type="checkbox"/>	Appendix in Support filed by Highland Capital Management LP re 11 MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>) (Attachments: # 1 Exhibit(s) 1, # 2 Exhibit(s) 2, # 3 Exhibit(s) 3, # 4 Exhibit(s) 4, # 5 Exhibit(s) 5) (Annable, Zachery) (Entered: 10/05/2021)
10/11/2021	14	<input checked="" type="checkbox"/>	CERTIFICATE OF SERVICE by Highland Capital Management LP re: 8 MOTION for Reconsideration, 9 Brief/Memorandum in Support of Motion, 10 Appendix in Support, 11 MOTION to Dismiss (<i>Highland Capital Management, L.P.'s Motion to Dismiss</i>), 12 Brief/Memorandum in Support of Motion, 13 Appendix in Support. (Annable, Zachery) Modified text on 10/12/2021 (mjr). (Entered: 10/11/2021)
10/14/2021	15	<input checked="" type="checkbox"/>	NOTICE of Attorney Appearance by Melissa S Hayward on behalf of Highland Capital Management LP. (Filer confirms contact info in ECF is current.) (Hayward, Melissa) (Entered: 10/14/2021)
10/27/2021	16	<input checked="" type="checkbox"/>	RESPONSE filed by PCMG Trading Partners XXIII LP re: 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management, L.P.'s Motion for Reconsideration of Stay Order</i>) (Sbaiti, Mazin) (Entered: 10/27/2021)
11/05/2021	17	<input checked="" type="checkbox"/>	REPLY filed by Highland Capital Management LP re: 8 MOTION for Reconsideration re 7 Order on Motion to Stay (<i>Highland Capital Management,</i>

6/10/22, 4:07 PM Case 22-03062-sgj Doc 1-3 Filed 06/10/22 Entered 06/10/22 16:42:25 Page 5 of 5

			<i>L.P.'s Motion for Reconsideration of Stay Order</i>) (Annable, Zachery) (Entered: 11/05/2021)
11/12/2021	18	<input checked="" type="checkbox"/>	CERTIFICATE OF SERVICE by Highland Capital Management LP re 17 Reply (Annable, Zachery) (Entered: 11/12/2021)
05/19/2022	19	<input checked="" type="checkbox"/>	ORDER granting 8 Motion for Reconsideration. Accordingly, the Court lifts the stay, and refers this case to Judge Stacey G.C. Jernigan of the United States Bankruptcy Court for the Northern District of Texas, to be adjudicated as a matter related to the Chapter 11 Bankruptcy of HCM., Chapter 11 Case No. 10-34054. (Ordered by Judge David C Godbey on 5/19/2022) (frw) Modified file date on 5/23/2022 (frw). (Main Document 19 replaced on 5/23/2022) (twd). (Entered: 05/23/2022)
05/19/2022			Stay Lifted per 19 order. (frw) (Entered: 05/23/2022)

View Selected

or

Download Selected

PACER Service Center			
Transaction Receipt			
06/10/2022 15:55:18			
PACER Login:	mmathews01:5861713:5854364	Client Code:	
Description:	Docket Report	Search Criteria:	3:21-cv-01169-N
Billable Pages:	4	Cost:	0.40
Exempt flag:	Exempt	Exempt reason:	Always

PACER fee: Exempt

EXHIBIT 12

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No.143717) (admitted *pro hac vice*)

Ira D. Kharasch (CA Bar No. 109084) (admitted *pro hac vice*)

Gregory V. Demo (NY Bar No. 5371992) (admitted *pro hac vice*)

10100 Santa Monica Blvd., 13th Floor

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

HAYWARD PLLC

Melissa S. Hayward

Texas Bar No. 24044908

MHayward@HaywardFirm.com

Zachery Z. Annable

Texas Bar No. 24053075

ZAnnable@HaywardFirm.com

10501 N. Central Expy, Ste. 106

Dallas, Texas 75231

Tel: (972) 755-7100

Fax: (972) 755-7110

Counsel for the Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,¹

Debtor.

)
) Chapter 11
)
) Case No. 19-34054-sgj11
)
)
)
)

**NOTICE OF OCCURRENCE OF EFFECTIVE DATE OF
CONFIRMED FIFTH AMENDED PLAN OF REORGANIZATION
OF HIGHLAND CAPITAL MANAGEMENT, L.P.**

PLEASE TAKE NOTICE that on February 22, 2021, the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1943] (the “Confirmation Order”) confirming the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Docket No. 1808] (as

¹ The Debtor’s last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

amended, supplemented, or modified, the “Plan”). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Plan and the Confirmation Order, as applicable.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on August 11, 2021.

PLEASE TAKE FURTHER NOTICE that, except with respect to Administrative Expense Claims that are Professional Fee Claims or as otherwise set forth in the Plan, requests for payment of an Administrative Expense Claim must be Filed with the Bankruptcy Court **no later than forty-five (45) days after the Effective Date** (the “Administrative Expense Claims Bar Date”). **HOLDERS OF ADMINISTRATIVE EXPENSE CLAIMS THAT ARE REQUIRED TO FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE EXPENSE CLAIMS BY THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE THAT DO NOT FILE AND SERVE SUCH A REQUEST BY THE ADMINISTRATIVE EXPENSE CLAIMS BAR DATE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH ADMINISTRATIVE EXPENSE CLAIMS AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR.**

PLEASE TAKE FURTHER NOTICE that, unless otherwise ordered by the Bankruptcy Court, all final requests for payment of Professional Fee Claims must be Filed **no later than sixty (60) days after the Effective Date.**

PLEASE TAKE FURTHER NOTICE that the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtor or the Reorganized Debtor, as applicable, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan and Confirmation Order, including, without limitation: the injunction with respect to the commencement of claims and causes of action against Protected Parties set forth in Section IX.F of the Plan and Sections AA and BB of the Confirmation Order, the duration of injunction and stays set forth in Section IX.G of the Plan and Section AA of the Confirmation Order, and the continuance of the January 9 Order and July 16 Order set forth in Section IX.H of the Plan and Section CC of the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that on the Effective Date, all Class A Limited Partnership Interests, including the Class A Limited Partnership Interests held by Strand, as general partner, and Class B/C Limited Partnerships in the Debtor will be deemed cancelled, and all obligations or debts owed by, or Claims against, the Debtor on account of, or based upon, such Class A Limited Partnership Interests and Class B/C Limited Partnership Interests shall be deemed as cancelled, released, and discharged, including all obligations or duties by the Debtor relating to the Equity Interests in any of the Debtor’s formation documents, including the Limited Partnership Agreement.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order and the Plan

are available for inspection. If you would like to obtain copies you may: (a) access the Debtor's restructuring website at <http://www.kccllc.net/hcmlp>; (b) call toll free: (877) 573-3984 or international: (310) 751-1829; or (c) email HighlandInfo@kccllc.com and reference "Highland" in the subject line. You may also obtain copies of any pleadings filed in this case for a fee via PACER at: pacer.uscourts.gov.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated: August 11, 2021.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No.143717)
Ira D. Kharasch (CA Bar No. 109084)
Gregory V. Demo (NY Bar No. 5371992)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
ikharasch@pszjlaw.com
gdemo@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable
Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for the Debtor

EXHIBIT 13

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹)	
)	Case No. 19-34054 (SGJ)
Debtor.)	
)	

CERTIFICATE OF SERVICE

I, Vincent Trang, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the claims and noticing agent for the Debtor in the above-captioned case.

On August 11, 2021, at my direction and under my supervision, employees of KCC caused the following document to be served via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service lists attached hereto as **Exhibit B** and **Exhibit C**:

- **Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.** [Docket No. 2700]

Furthermore, on August 11, 2021, at my direction and under my supervision, employees of KCC caused the following document to be served via First Class Mail upon "Highland Capital Management LP, For Further Delivery to Addressed Parties, 300 Crescent Ct, Ste 700, Dallas, TX 75201," for distribution in individually addressed envelopes to each party on the service list attached hereto as **Exhibit D**; and via First Class Mail upon "Highland Capital Management LP, For Further Delivery to Addressed Parties, 13455 Noel Rd, Ste 800, Dallas, TX 75240," for distribution in individually addressed envelopes to each party on the service list attached hereto as **Exhibit E**:

- **Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.** [Docket No. 2700]

Dated: August 19, 2021

/s/ Vincent Trang
Vincent Trang
KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

¹ The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

EXHIBIT A

Exhibit A
 Core/2002 Service List
 Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	Chad Timmons, Larry R. Boyd, Emily M. Hahn	ctimmons@abernathy-law.com; bankruptcy@abernathy-law.com; ehahn@abernathy-law.com
Counsel for NexBank	Alston & Bird LLP	Jared Slade	jared.slade@alston.com
Counsel for NexBank	Alston & Bird LLP	Jonathan T. Edwards	jonathan.edwards@alston.com
Counsel to Jefferies LLC	Ashby & Geddes, P.A.	William P. Bowden, Esq., Michael D. DeBaecke, Esq.	mdebaecke@ashbygeddes.com
Counsel for Scott Ellington, Thomas Surgent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Baker & McKenzie LLP	Debra A. Dandeneau	debra.dandeneau@bakermckenzie.com
Counsel for Scott Ellington, Thomas Surgent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Baker & McKenzie LLP	Michelle Hartmann	michelle.hartmann@bakermckenzie.com
Counsel for NWCC, LLC	Barnes & Thornburg LLP	Thomas G. Haskins, Jr.	thomas.haskins@btlaw.com
Counsel to Acis Capital Management GP LLC and Acis Capital Management, L.P. (collectively, "Acis")	Blank Rome LLP	John E. Lucian, Josef W. Mintz	mintz@blankrome.com; jbibiloni@blankrome.com
Counsel to James Dondero	Bonds Ellis Eppich Schafer Jones LLP	John Y. Bonds, III, Bryan C. Assink	john@bondsellis.com; bryan.assink@bondsellis.com
Counsel to Oracle America, Inc.	Buchalter, A Professional Corporation	Shawn M. Christianson, Esq.	schristianson@buchalter.com
Counsel for UBS Securities LLC and UBS AG, London Branch	Butler Snow LLP	Martin A. Sosland and Candice M. Carson	martin.sosland@butlersnow.com; candice.carson@butlersnow.com
Counsel to Integrated Financial Associates Inc.	Carlyon Cica Chtd.	Candace C. Carlyon, Esq., Tracy M. Osteen, Esq.	c Carlyon@carlyoncica.com; tosteen@carlyoncica.com
Counsel to the Intertrust Entities and the CLO Entities	Chipman, Brown, Cicero & Cole, LLP	Mark L. Desgrosseilliers	desgross@chipmanbrown.com
Counsel to Siepe LLC	Condon Tobin Sladek Thornton PLLC	J. Seth Moore	smoore@ctstlaw.com
Counsel to Patrick Daugherty ("Mr. Daugherty")	Cross & Simon LLC	Michael L. Vild, Esquire	mvild@crosslaw.com
Counsel for BH Equities, L.L.C.	Dentons US LLP	Casey Doherty	Casey.doherty@dentons.com
Counsel to Jefferies LLC	Dentons US LLP	Lauren Macksoud, Esq.	lauren.macksoud@dentons.com
Counsel to Jefferies LLC	Dentons US LLP	Patrick C. Maxcy, Esq.	patrick.maxcy@dentons.com
Counsel to Acis Capital Management, LP and Acis Capital Management GP, LLC ("Creditors") and Joshua N. Terry and Jennifer G. Terry	Forshey & Prostok LLP	Jeff P. Prostok, J. Robert Forshey, Suzanne K. Rosen	jprostok@forsheyprostok.com; bforshey@forsheyprostok.com; srosen@forsheyprostok.com
Secured Creditor	Frontier State Bank	Attn: Steve Elliot	selliot@frontier-ok.com
Counsel to the Redeemer Committee of the Highland Crusader Fund	Frost Brown Todd LLC	Mark A. Platt	mplatt@fbtlaw.com
Counsel to Alvarez & Marsal CRF Management LLC as Investment Manager of the Highland Crusader Funds	Gibson, Dunn & Crutcher LLP	Marshall R. King, Esq., Michael A. Rosenthal, Esq. & Alan Moskowitz, Esq.	mking@gibsondunn.com; mrosenthal@gibsondunn.com; amoskowitz@gibsondunn.com
Counsel to Alvarez & Marsal CRF Management LLC as Investment Manager of the Highland Crusader Funds	Gibson, Dunn & Crutcher LLP	Matthew G. Bouslog, Esq.	mbouslog@gibsondunn.com
Counsel for the Debtor	Hayward & Associates PLLC	Melissa S. Hayward, Zachery Z. Annable	MHayward@HaywardFirm.com; ZAnnable@HaywardFirm.com
Counsel for the Dugaboy Investment Trust and Get Good Trust	Heller, Draper & Horn, L.L.C.	Douglas S. Draper, Leslie A. Collins, Greta M. Brouphy	ddraper@hellerdraper.com; lcollins@hellerdraper.com; gbrouphy@hellerdraper.com
Equity Holders	Hunter Mountain Investment Trust	c/o Rand Advisors LLC	Jhonis@RandAdvisors.com
IRS	Internal Revenue Service	Attn Susanne Larson	SBSE.Insolvency.Balt@irs.gov
IRS	Internal Revenue Service	Centralized Insolvency Operation	Mimi.M.Wong@irs.counsel.treas.gov
Counsel to Crescent TC Investors, L.P.	Jackson Walker L.L.P.	Michael S. Held	mheld@jw.com
Secured Creditor	Jefferies LLC	Director of Compliance	cbianchi@jefferies.com
Secured Creditor	Jefferies LLC	Office of the General Counsel	cbianchi@jefferies.com
Counsel to the Redeemer Committee of the Highland Crusader Fund	Jenner & Block LLP	Marc B. Hankin, Richard Levin	mhankin@jenner.com; rlevin@jenner.com
Counsel for CCS Medical, Inc.	Jones Day	Amanda Rush	asrush@jonesday.com
Counsel to the Issuers (group of 25 separate Cayman issuers of loan)	Jones Walker LLP	Joseph E. Bain, Amy K. Anderson	jbain@joneswalker.com; aanderson@joneswalker.com
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	Artoush Varshosaz	artoush.varshosaz@klgates.com
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	James A. Wright III	james.wright@klgates.com

Exhibit A
 Core/2002 Service List
 Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	Stephen G. Topetzes	stephen.topetzes@klgates.com
Counsel to CLO Holdco, Ltd.	Kane Russell Coleman Logan PC	John J. Kane	jkane@krcl.com
Counsel for Highland CLO Funding Ltd.	King & Spalding LLP	Paul R. Bessette	pbessette@kslaw.com
Counsel to BET Investments II, L.P.	Kurtzman Steady, LLC	Jeffrey Kurtzman, Esq.	Kurtzman@kurtzmansteady.com
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Andrew Clubok, Sarah Tomkowiak	Andrew.Clubok@lw.com; Sarah.Tomkowiak@lw.com
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Asif Attarwala, Kathryn K. George	asif.attarwala@lw.com; Kathryn.George@lw.com
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Jeffrey E. Bjork, Kimberly A. Posin	jeff.bjork@lw.com; kim.posin@lw.com
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Zachary F. Proulx	Zachary.Proulx@lw.com
Counsel to Coleman County TAD, Kaufman County, Upshur County, Fannin CAD, Tarrant County, Grayson County, Allen ISD, Dallas County, Irving ISD, and Rockwall CAD	Linebarger Goggan Blair & Sampson LLP	Elizabeth Weller, Laurie A. Spindler	dallas.bankruptcy@publicans.com
Counsel for Jack Yang and Brad Borud	Loewinsohn Flegle Deary Simon LLP	Daniel P. Winikka	danw@lfdslaw.com
Creditor	Lynn Pinker Cox & Hurst, L.L.P.	Michael K. Hurst, Esq.	mhurst@lynnlp.com
Equity Holders	Mark K. Okada		mokadadallas@gmail.com
Counsel to the Redeemer Committee of the Highland Crusader Fund	Morris, Nichols, Arsht & Tunnell LLP	Curtis S. Miller, Kevin M. Coen	rdehney@mnat.com; cmiller@mnat.com
Counsel to Meta-e Discovery, LLC	Morrison Cohen LLP	Joseph T. Moldovan, Esq. & Sally Siconolfi, Esq.	bankruptcy@morrisoncohen.com
Bank	NexBank	John Danilowicz	john.holt@nexbankcapital.com
Counsel to California Public Employees' Retirement System ("CalPERS")	Nixon Peabody LLP	Louis J. Cisz, III, Esq.	lcisz@nixonpeabody.com
SEC Headquarters	Office of General Counsel	Securities & Exchange Commission	SECBankruptcy-OGC-ADO@SEC.GOV
US Trustee for Northern District of TX	Office of the United States Trustee	Lisa L. Lambert, Esq	lisa.l.lambert@usdoj.gov
Counsel for the Debtor	Pachulski Stang Ziehl & Jones LLP	John A. Morris and Gregory V. Demo	jmorris@pszjlaw.com; gdemo@pszjlaw.com
Counsel for the Debtor	Pachulski Stang Ziehl & Jones LLP	Richard M. Pachulski, Jeffrey N. Pomerantz, Ira D. Kharasch, James E. O'Neill	rpachulski@pszjlaw.com; jpomerantz@pszjlaw.com; ikharasch@pszjlaw.com; joneill@pszjlaw.com
Counsel for the Debtor	Pachulski Stang Ziehl & Jones LLP	Richard M. Pachulski, Jeffrey N. Pomerantz, Ira D. Kharasch, James E. O'Neill	rpachulski@pszjlaw.com; jpomerantz@pszjlaw.com; ikharasch@pszjlaw.com; joneill@pszjlaw.com
Pension Benefit Guaranty Corporation ("PBGC")	Pension Benefit Guaranty Corporation	Michael I. Baird	baird.michael@pbgc.gov; efile@pbgc.gov
Counsel to City of Garland, Garland ISD, Wylie ISD, Plano ISD	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Linda D. Reece	lreece@pbfc.com
Delaware counsel to Alvarez & Marsal CRF Management LLC	Potter Anderson & Corroon LLP	Jeremy W. Ryan, Esq., R. Stephen McNeill, Esq. & D. Ryan Slaugh, Esq.	jryan@potteranderson.com; rmcneill@potteranderson.com; rslough@potteranderson.com
Secured Creditor	Prime Brokerage Services	Jefferies LLC	cbianchi@jefferies.com
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Richards, Layton & Finger PA	Michael J. Merchant, Sarah E. Silveira	merchant@rlf.com; silveira@rlf.com
Counsel to Hunter Mountain Trust	Rochelle McCullough, LLP	E. P. Keiffer	pkeiffer@romclaw.com
Counsel for Scott Ellington, Thomas Surgent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Ross & Smith, PC	Judith W. Ross, Frances A. Smith, Eric Soderlund	judith.ross@judithwross.com; frances.smith@judithwross.com; eric.soderlund@judithwross.com
Counsel to the Intertrust Entities and the Issuers (group of 25 separate Cayman issuers of loan)	Schulte Roth & Zabel LLP	David J. Karp, James V. Williams III	david.karp@srz.com; jay.williams@srz.com
SEC Regional Office	Securities & Exchange Commission	Richard Best, Regional Director	bankruptcynoticeschr@sec.gov; nyrobankruptcy@sec.gov
SEC Regional Office	Securities & Exchange Commission	Sharon Binger, Regional Director	philadelphia@sec.gov
Counsel to Official Committee of Unsecured Creditors	Sidley Austin LLP	Matthew Clemente, Alyssa Russell, Elliot A. Bromagen	mclemente@sidley.com; alyssa.russell@sidley.com; ebromagen@sidley.com
Counsel to Official Committee of Unsecured Creditors	Sidley Austin LLP	Penny P. Reid, Paige Holden Montgomery, Charles M. Person, Juliana Hoffman	preid@sidley.com; pmontgomery@sidley.com; cpersons@sidley.com; jhoffman@sidley.com
Counsel to Patrick Daugherty	Spencer Fane LLP	Jason P. Kathman	jkathman@spencerfane.com

Exhibit A
Core/2002 Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
DE Secretary of State	State of Delaware	Division of Corporations - Franchise Tax	dosdoc_bankruptcy@state.de.us
Counsel to the Hunter Mountain Trust ("Hunter")	Sullivan Hazeltine Allinson LLC	William A. Hazeltine, Esq.	whazeltine@sha-llc.com
Equity Holders	The Dugaboy Investment Trust		gscott@myersbigel.com
Equity Holders	The Mark and Pamela Okada Family Trust - Exempt Trust #1		mokadadallas@gmail.com
Equity Holders	The Mark and Pamela Okada Family Trust - Exempt Trust #2		mokadadallas@gmail.com
Counsel to the United States Internal Revenue Service	U.S. Department of Justice, Tax Division	David G. Adams	david.g.adams@usdoj.gov
United States Attorney General	United States Attorney General	U.S. Department of Justice	askdoj@usdoj.gov
Counsel for NexPoint Real Estate Partners, LLC F/K/A HCRE Partners, LLC	Wick Phillips Gould & Martin, LLP	Brant C. Martin, Jason M. Rudd, Lauren K. Drawhorn	brant.martin@wickphillips.com; jason.rudd@wickphillips.com; lauren.drawhorn@wickphillips.com
Counsel to Acis Capital Management GP LLC and Acis Capital Management, L.P. (collectively, "Acis")	Winstead PC	Rakhee V. Patel, Phillip Lamberson	rpatel@winstead.com; plamberson@winstead.com; achiarello@winstead.com
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: David Neier	dneier@winston.com
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: Katherine A. Preston	kpreston@winston.com
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: Thomas M. Melsheimer; Natalie L. Arbaugh	tmelsheimer@winston.com; narbaugh@winston.com

EXHIBIT B

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	Chad Timmons, Larry R. Boyd, Emily M. Hahn	1700 Redbud Blvd, Ste. 300			McKinney	TX	75069
Counsel for NexBank	Alston & Bird LLP	Jared Slade	Chase Tower	2200 Ross Avenue		Dallas	TX	75201
Counsel for NexBank	Alston & Bird LLP	Jonathan T. Edwards	One Atlantic Center	1201 West Peachtree Street		Atlanta	GA	30309
Counsel to Jefferies LLC	Ashby & Geddes, P.A.	William P. Bowden, Esq., Michael D. DeBaecke, Esq.	500 Delaware Avenue, 8th Floor	PO Box 1150		Wilmington	DE	19899-1150
Counsel for Scott Ellington, Thomas Surgent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Baker & McKenzie LLP	Debra A. Dandeneau	452 Fifth Ave			New York	NY	10018
Counsel for Scott Ellington, Thomas Surgent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Baker & McKenzie LLP	Michelle Hartmann	1900 North Pearl	Suite 1500		Dallas	TX	75201
Counsel for NWCC, LLC	Barnes & Thornburg LLP	Thomas G. Haskins, Jr.	2121 North Pearl Street, Suite 700			Dallas	TX	75201
Bank	BBVA	Michael Doran	8080 North Central Expressway	Suite 1500		Dallas	TX	75206
Counsel to Acis Capital Management GP LLC and Acis Capital Management, L.P. (collectively, "Acis")	Blank Rome LLP	John E. Lucian, Josef W. Mintz	1201 N. Market Street, Suite 800			Wilmington	DE	19801
Counsel to James Dondero	Bonds Ellis Eppich Schafer Jones LLP	John Y. Bonds, III, Bryan C. Assink	420 Throckmorton Street, Suite 1000			Fort Worth	TX	76102
Counsel to Oracle America, Inc.	Buchalter, A Professional Corporation	Shawn M. Christianson, Esq. Martin A. Sosland and Candice M. Carson	55 Second Street, 17th Floor			San Francisco	CA	94105-3493
Counsel for UBS Securities LLC and UBS AG, London Branch	Butler Snow LLP	Candace C. Carlyon, Esq., Tracy M. Osteen, Esq.	2911 Turtle Creek Blvd. 265 E. Warm Springs Road, Suite 107	Suite 1400		Dallas	TX	75219
Counsel to Integrated Financial Associates Inc.	Carlyon Cica Chtd.	Mark L. Desgrosselliers	Hercules Plaza	1313 North Market Street, Suite 5400		Las Vegas	NV	89119
Counsel to the Intertrust Entities and the CLO Entities	Chipman, Brown, Cicero & Cole, LLP	Mark L. Desgrosselliers	301 Commerce Street, Suite 1700			Wilmington	DE	19801
Creditor	Cole, Scholtz, Meisel, Forman & Leonard, P.A.					Fort Worth	TX	76102
Counsel to Siepe LLC	Condon Tobin Sladek	J. Seth Moore	8080 Park Lane, Suite 700			Dallas	TX	75231
Counsel to Patrick Daugherty ("Mr. Daugherty")	Thornton PLLC	Michael L. Vild, Esquire	1105 N. Market Street, Suite 901			Wilmington	DE	19801
Counsel for BH Equities, L.L.C.	Dentons US LLP	Casey Doherty	1221 McKinney Street, Suite 1900			Houston	TX	77010
Counsel to Jefferies LLC	Dentons US LLP	Lauren Macksoud, Esq.	1221 Avenue of the Americas			New York	NY	10020-1089
Counsel to Jefferies LLC	Dentons US LLP	Patrick C. Maxcy, Esq.	233 South Wacker Drive	Suite 5900		Chicago	IL	60606-6361
Counsel to Acis Capital Management, LP and Acis Capital Management GP, LLC ("Creditors") and Joshua N. Terry and Jennifer G. Terry	Forshey & Prostok LLP	Jeff P. Prostok, J. Robert Forshey, Suzanne K. Rosen	777 Main Street, Suite 1550			Fort Worth	TX	76102
Secured Creditor	Frontier State Bank	Attn: Steve Elliot	5100 South I-35 Service Road			Oklahoma City	OK	73129

Appx. 00362

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel to the Redeemer Committee of the Highland Crusader Fund	Frost Brown Todd LLC	Mark A. Platt	100 Crescent Court, Suite 350			Dallas	TX	75201
Counsel to Alvarez & Marsal CRF Management LLC as Investment Manager of the Highland Crusader Funds	Gibson, Dunn & Crutcher LLP	Marshall R. King, Esq., Michael A. Rosenthal, Esq. & Alan Moskowitz, Esq.	200 Park Avenue			New York	NY	10066
Counsel to Alvarez & Marsal CRF Management LLC as Investment Manager of the Highland Crusader Funds	Gibson, Dunn & Crutcher LLP	Matthew G. Bouslog, Esq.	3161 Michelson Drive			Irvine	CA	92612
Counsel for the Dugaboy Investment Trust and Get Good Trust	Heller, Draper & Horn, L.L.C.	Douglas S. Draper, Leslie A. Collins, Greta M. Brouphy	650 Poydras Street, Suite 2500			New Orleans	LA	70130
Equity Holders	Hunter Mountain Investment Trust	c/o Rand Advisors LLC	John Honis	87 Railroad Place Ste 403		Saratoga Springs	NY	12866
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346
Counsel to Crescent TC Investors, L.P.	Jackson Walker L.L.P.	Michael S. Held	2323 Ross Avenue, Suite 600			Dallas	TX	75201
Secured Creditor	Jefferies LLC	Director of Compliance	520 Madison Avenue, 16th Floor	Re Prime Brokerage Services		New York	NY	10022
Secured Creditor	Jefferies LLC	Office of the General Counsel	520 Madison Avenue, 16th Floor	Re Prime Brokerage Services		New York	NY	10022
Counsel to the Redeemer Committee of the Highland Crusader Fund	Jenner & Block LLP	Marc B. Hankin, Richard Levin	919 Third Avenue			New York	NY	10022-3908
Counsel for CCS Medical, Inc.	Jones Day	Amanda Rush	2727 N. Harwood Street			Dallas	TX	75201
Counsel to the issuers (group of 25 separate Cayman issuers of loan)	Jones Walker LLP	Joseph E. Bain, Amy K. Anderson	811 Main Street, Suite 2900			Houston	TX	77002
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	Artoush Varshosaz	1717 Main Street, Suite 2800			Dallas	TX	75201
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	James A. Wright III	1 Lincoln Street			Boston	MA	02110
Counsel for Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., et al	K&L Gates LLP	Stephen G. Topetzes	1601 K Street, NW			Washington	DC	20006-1600
Counsel to CLO Holdco, Ltd.	Kane Russell Coleman Logan PC	John J. Kane	901 Main Street, Suite 5200			Dallas	TX	75242-1699
Secured Creditor	KeyBank National Association	as Administrative Agent	225 Franklin Street, 18th Floor			Boston	MA	02110
Secured Creditor	KeyBank National Association	as Agent	127 Public Square			Cleveland	OH	44114
Counsel for Highland CLO Funding Ltd.	King & Spalding LLP	Paul R. Bessette	500 West 2nd St., Suite 1800			Austin	TX	78701-4684
Counsel to BET Investments II, L.P.	Kurtzman Steady, LLC	Jeffrey Kurtzman, Esq.	401 S. 2nd Street, Suite 200			Philadelphia	PA	19147
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Andrew Clubok, Sarah Tomkowiak	555 Eleventh Street, NW, Suite 1000			Washington	DC	20004

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Asif Attarwala, Kathryn K. George	330 N. Wabash Avenue, Ste. 2800			Chicago	IL	60611
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Jeffrey E. Bjork, Kimberly A. Posin	355 South Grand Avenue, Ste. 100			Los Angeles	CA	90071
Counsel to UBS Securities LLC and UBS AG London Branch ("UBS")	Latham & Watkins LLP	Zachary F. Proulx	1271 Avenue of the Americas			New York	NY	10020
Counsel to Coleman County TAD, Kaufman County, Upshur County, Fannin CAD, Tarrant County, Grayson County, Allen ISD, Dallas County, Irving ISD, and Rockwall CAD	Linebarger Goggan Blair & Sampson LLP	Elizabeth Weller, Laurie A. Spindler	2777 N. Stemmons Freeway	Suite 1000		Dallas	TX	75207
Counsel for Jack Yang and Brad Bonrud	Loewensohn Flegle Deary Simon LLP	Daniel P. Winikka	12377 Merit Drive, Suite 900			Dallas	TX	75251
Creditor Equity Holders	L.L.P.	Michael K. Hurst, Esq.	2100 Ross Avenue, Ste 2700			Dallas	TX	75201
	Mark K. Okada		300 Crescent Court	Suite 700		Dallas	TX	75201
Counsel to the Redeemer Committee of the Highland Crusader Fund	Morris, Nichols, Arsht & Tunnell LLP	Curtis S. Miller, Kevin M. Coen	1201 North Market Street, Suite 1600			Wilmington	DE	19801
Counsel to Meta-e Discovery, LLC	Morrison Cohen LLP	Joseph T. Moldovan, Esq. & Sally Siconolfi, Esq.	909 Third Avenue			New York	NY	10022
Counsel to California Public Employees' Retirement System ("CalPERS")	NexBank	John Danilowicz	2515 McKinney Ave	Ste 1100		Dallas	TX	75201
SEC Headquarters	Nixon Peabody LLP	Louis J. Cisz, III, Esq.	One Embarcadero Center, 32nd Floor			San Francisco	CA	94111
Texas Attorney General	Office of General Counsel	Securities & Exchange Commission	100 F St NE			Washington	DC	20554
Attorney General of the United States	Office of the Attorney General	Ken Paxton	300 W. 15th Street			Austin	TX	78701
US Attorneys Office for Northern District of TX	Office of the United States Attorney	Erin Nealy Cox, Esq	Main Justice Building, Room 5111	10th & Constitution Avenue, N.W.		Washington	DC	20530
US Trustee for District of DE	Office of the United States Trustee	Linda Casey	1100 Commerce Street, 3rd Floor			Dallas	TX	75202
US Trustee for Northern District of TX	Office of the United States Trustee	Lisa L. Lambert, Esq	844 King St Ste 2207	Lockbox 35		Wilmington	DE	19801
US Trustee for District of DE	Office of the United States Trustee Delaware Pension Benefit Guaranty Corporation	Jane M. Leamy	1100 Commerce Street, Room 976	Earle Cabell Federal Building		Dallas	TX	75242
Counsel to City of Garland, Garland ISD, Wylie ISD, Plano ISD	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Michael I. Baird	J. Caleb Boggs Federal Building	844 King St Ste 2207	Lockbox 35	Wilmington	DE	19801
Delaware counsel to Alvarez & Marsal CRF Management LLC	Potter Anderson & Corroon LLP	Linda D. Reece	Office of the General Counsel	1200 K Street, N.W.		Washington	DC	20005-4026
Secured Creditor	Prime Brokerage Services	Jeremy W. Ryan, Esq., R. Stephen McNeill, Esq. & D. Ryan Slaugh, Esq.	1919 S. Shiloh Rd., Suite 310			Garland	TX	75042
UBS AG London Branch ("UBS")	Richards, Layton & Finger PA	Michael J. Merchant, Sarah E. Silveira	1313 North Market Street, 6th Floor			Wilmington	DE	19801
			520 Madison Avenue			New York	NY	10022
			One Rodney Square	920 North King Street		Wilmington	DE	19801

Appx. 00364

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel to Hunter Mountain Trust	Rochelle McCullough, LLP	E. P. Keiffer	325 North St. Paul Street, Suite 4500			Dallas	TX	75201
Counsel for Scott Ellington, Thomas Sargent, Frank Waterhouse, and Issac Leventon (the "Senior Employees") and CPCM, LLC	Ross & Smith, PC	Judith W. Ross, Frances A. Smith, Eric Soderlund	700 North Pearl Street, Suite 1610			Dallas	TX	75201
Counsel to the Intertrust Entities and the Issuers (group of 25 separate Cayman issuers of loan)	Schulte Roth & Zabel LLP	David J. Karp, James V. Williams III	919 Third Avenue			New York	NY	10022
SEC Regional Office	Securities & Exchange Commission	Richard Best, Regional Director	New York Regional Office	Brookfield Place, Suite 400	200 Vesey Street	New York	NY	10281
SEC Regional Office	Securities & Exchange Commission	Sharon Binger, Regional Director	Philadelphia Regional Office	One Penn Center, Suite 520	1617 JFK Boulevard	Philadelphia	PA	19103
Counsel to Official Committee of Unsecured Creditors	Sidley Austin LLP	Matthew Clemente, Alyssa Russell, Elliot A. Bromagen	One South Dearborn Street			Chicago	IL	60603
Counsel to Official Committee of Unsecured Creditors	Sidley Austin LLP	Penny P. Reid, Paige Holden Montgomery, Charles M. Person, Juliana Hoffman	2021 McKinney Avenue Suite 2000			Dallas	TX	75201
Counsel to Patrick Daugherty	Spencer Fane LLP	Jason P. Kathman	5700 Granite Parkway, Suite 650			Plano	TX	75024
TX Comptroller of Public Accounts	State Comptroller of Public Accounts	Revenue Accounting Division-Bankruptcy Section	PO Box 13258			Austin	TX	78711
DE Secretary of State	State of Delaware	Division of Corporations - Franchise Tax	401 Federal Street	PO Box 898		Dover	DE	19903
Equity Holders	Strand Advisors, Inc.		300 Crescent Court	Suite 700		Dallas	TX	75201
Counsel to the Hunter Mountain Trust ("Hunter")	Sullivan Hazeltine Allinson LLC	William A. Hazeltine, Esq.	919 North Market Street, Suite 420			Wilmington	DE	19801
TX AG Office	Texas Attorney Generals Office	Bankruptcy-Collections Division	PO Box 12548			Austin	TX	78711-2548
Equity Holders	The Dugaboy Investment Trust		300 Crescent Court	Suite 700		Dallas	TX	75201
Equity Holders	The Mark and Pamela Okada Family Trust - Exempt Trust #1		300 Crescent Court	Suite 700		Dallas	TX	75201
Equity Holders	The Mark and Pamela Okada Family Trust - Exempt Trust #2		300 Crescent Court	Suite 700		Dallas	TX	75201
Counsel to the United States Internal Revenue Service	U.S. Department of Justice, Tax Division	David G. Adams	717 N. Harwood St., Suite 400			Dallas	TX	75201
United States Attorney General	United States Attorney General	U.S. Department of Justice	William Barr, Esquire	950 Pennsylvania Avenue, NW	Room 4400	Washington	DC	20530-0001
United States Bankruptcy Court	United States Bankruptcy Court	Honorable Stacey G. Jernigan	Northern District of Texas - Dallas Division	Earle Cabell Federal Building	1100 Commerce St., Rm. 1254	Dallas	TX	75242-1496
U.S. Department of the Treasury	US Department of the Treasury	Office of General Counsel	1500 Pennsylvania Avenue, NW			Washington	DC	20220
Counsel for NexPoint Real Estate Partners, LLC F/K/A HCRE Partners, LLC	Wick Phillips Gould & Martin, LLP	Brant C. Martin, Jason M. Rudd, Lauren K. Drawhorn	3131 McKinney Avenue, Suite 500			Dallas	TX	75204

Appx. 00365

Exhibit B
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Counsel to Acis Capital Management GP LLC and Acis Capital Management, L.P., (collectively, "Acis")	Winstead PC	Rakhee V. Patel, Phillip Lamberson	2728 N. Harwood Street, Suite 500			Dallas	TX	75201
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: David Neier	200 Park Avenue			New York	NY	10166-4193
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: Katherine A. Preston	800 Capitol Street, Suite 2400			Houston	TX	77002
Counsel for Jean Paul Sevilla and Hunter Covitz (the "Employees")	Winston & Strawn LLP	Attn: Thomas M. Melsheimer; Natalie L. Arbaugh	2121 N. Pearl Street, Suite 900			Dallas	TX	75201
Delaware Division of Revenue	Zillah A. Frampton	Bankruptcy Administrator	Delaware Division of Revenue	Carvel State Office Building, 8th Floor	820 N. French Street	Wilmington	DE	19801

Appx. 00366

EXHIBIT C

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
13D Global Strategy and Research		491 N Main Street			Ketchum	ID	83340-0000	
13D RESEARCH, INC		PO BOX 2087	109 BOULDER VIEW LANE		Ketchum	ID	83340	
13D RESEARCH, INC		6115 Estate Smith Bay	Box 2/Suite 333		St. Thomas	VI	00802-1304	
1564 Entertainment, LLC		391 E. Las Colinas Blvd.	#130-428		Irving	TX	75039	
1st AMERICAN FIRE PROTECTION, INC		PO BOX 2123			Mansfield	TX	76063-2123	
1st Partners & Co		PO Box 141629			Dallas	TX	75222	
2011 PCDC Teachers Cup		25 Highland Park Village	#100-188		Dallas	TX	75205	
2-10 HOME BUYERS		10375 E HARVARD AVE			Denver	CO	80231	
2905 Maple LLC		2905 Maple Avenue			Dallas	TX	75201	
299 Credit Finance Holdings LLC		875 Third Avenue	10th Floor		New York	NY	10022	
300 Inc.		3805 Beltline Rd			Addison	TX	75001	
4CAST Inc		420 Lexington Avenue, Suite 2147			New York	NY	10170	
4th Bin, Inc.		703 3rd Avenue	6th Floor		New York	NY	10017	
A. Dean Jenkins		Address on File						
A.S.A.P. Advisor Services		5000 Olde Towne Parkway	Suite 100		Marietta	GA	30068	
AA GMT		4700 AMERICAN BLVD MD1000			Ft. Worth	TX	76155	
Aaron, Philip B.		Address on File						
ABALON BUSINESS MACHINES & SERVICES		60 E 42ND ST			New York	NY	10167	
Abayarathna, Sahan		Address on File						
Abbit Stonecipher		Address on File						
Aberdeen Loan Funding, Ltd.	c/o Walkers SPV Limited	Walker House 87 Mary Street	George Town		Grand Cayman		KY1-9002	Cayman Islands
Aberdeen Loan Funding, Ltd.		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Aberdeen Loan Funding, Ltd. and State Street Bank and Trust Company	Aberdeen Loan Funding, Ltd. c/o Walkers SPV Limited, Walker House	87 Mary Street	George Town		Grand Cayman	KY	1-9902	Cayman Islands
Aberdeen Loan Funding, Ltd. and State Street Bank and Trust Company	State Street Bank and Trust Company	200 Clarendon St	Mail Code EUC 108		Boston	MA	02116	
Ableco, LLC		299 Park Avenue	Floor 21-23		New York	NY	10171	
Ablon and Co., PLLC		10000 N. Central Expy #1400			Dallas	TX	75231	
ABM		PO Box 419860			Boston	MA	02241-9860	
ABM Janitorial Services		P.O. Box 951864			Dallas	TX	75395	
ABM Texas General Services, Inc.		2020 Westridge Drive			Irving	TX	75038-0000	
About Faces Entertainment, LLC		5092 Dorsey Hall Drive	Suite 202		Ellicott City	MD	21042	
AboveNet Communications Inc.		PO Box 79006			City of Industry	CA	91716-9006	
Abraham Rondina		Address on File						

Appx. 00368

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Abrams & Bayliss LLP	John M. Seaman	20 Montchanin Road, Suite 200			Wilmington	DE	19807	
Abrams Mediation		7616 Burns Run Suite 180			Dallas	TX	75248	
Abrams Mediation		4901 LBJ Fwy	#150		Dallas	TX	75244-6179	
Absolute Entertainment		1517 Prudential Drive			Dallas	TX	75235	
ACA Compliance Group		8403 Colesville Road	Suite 870		Silver Spring	MD	20910	
Academy Engraving Inc		271 Madison Avenue	Suite 207		New York	NY	10016	
Accessibility Today		PO Box 1757			Roanoke	TX	76262	
Accountant General	Appleby Services (Bermuda) Ltd.	PO Box HM 1179			Hamilton		HM EX	BERMUDA
Accountant General	ATTN Lorna Phillips	M Q Services Limited Victoria Place			Hamilton		HM 10	BERMUDA
ACCOUNTEMPS		PO Box 743295			Los Angeles	CA	90074-3295	
ACCOUNTEMPS		FILE 73484	PO BOX 60000		San Francisco	CA	94160-3484	
Accuity Inc. dba NRS		PO Box 7247-8077			Philadelphia	PA	19170-8077	
Acis Capital Management L.P. and Acis Capital Management GP, LLC, et al		3110 Webb Ave., Suite 203			Dallas	TX	75205	
Acis Capital Management L.P. and Acis Capital Management GP, LLC, et al	Attn Annmarie Chiarello, Rakhee V. Patel	c/o Winstead PC	500 Winstead Building	2728 N. Harwood Street	Dallas	TX	75201	
Acis Capital Management L.P. and Acis Capital Management GP, LLC, et al	Brian P. Shaw	Rogge Dunn Group PC	500 N. Akard St. Suite 1900		Dallas	TX	75201	
Acis Capital Management L.P. and Acis Capital Management GP, LLC, et al	James T. Bently	Schulte Roth & Zabel LLP	919 Third Avenue		New York	NY	10022	
Acis Capital Management L.P. and Acis Capital Management GP, LLC, et al	Joseph E. Bain	Jones Walker LLP	811 Main St. Suite 2900		Houston	TX	77002	
Ackerman McQueen Inc.		1601 Northwest Expressway	Suite 1100		Oklahoma City	OK	73118	
ACMLP Claim, LLC		4514 Cole Ave., Suite 600			Dallas	TX	75205	
Action Fire Pros		3709 S IH 35			Waxahachie	TX	75165	
Action Shred of Texas		2835 Congressman Lane			Dallas	TX	75220	
Action Shred of Texas		1420 S. Barry Ave			Dallas	TX	75223	
Act-On Software, Inc.		121 SW Morrison Street, Ste 1600			Portland	OR	97204	
Ada Hsieh		Address on File						
ADAM DYBALA		Address on File						
Adam Energy Forum		PO Box 802511			Dallas	TX	75380-2511	
ADAM FALCON		Address on File						
Adam Hanson		Address on File						
Adam Kneller		Address on File						
Adam Ostermiller		Address on File						
ADAM PETERSON		Address on File						
Adam-Permian Energy Network		1439 Wakefield Dr.			Houston	TX	77018	
ADAM-Tulsa	Attn Melissa Turgeon	3500 One Williams Center, MD 2600			Tulsa	OK	74172-0135	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Addleshaw Goddard LLP		Sovereign House, PO Box 8	Sovereign Street Leeds		West Yorkshire		LS1 1HQ	United Kingdom
Adeo Internet Marketing Inc.		2501 East Charleston Rd			Island Pond	VT	05846	
Adesso Process Service		PO BOX 12621			Albany	NY	12212	
Adeyemi Ogunkoya		Address on File						
ADISA		10401 North Meridian Street	Suite 202		Indianapolis	IN	46290	
AdMaster Compliance		1101 Arrow Point Drive	Suite 301		Cedar Park	TX	78613	
ADMIN U.C.			Employment Security Division					
Admiral Communications	State of Connecticut	Department of Labor			Hartford	CT	06104-2940	
ADP		4505 Excel Pkwy, Ste 300			Addison	TX	75001	
ADP		2735 Stemmons Fwy			Dallas	TX	75207	
ADP		PO BOX 78415			Phoenix	AZ	85062-8415	
ADP		PO Box 31001-1568			Pasadena	CA	91110-1568	
ADSUAR MUNIZ GOYCO								
SEDA & PEREZ-OCHOA		PO BOX 70294			San Juan	PR	00936-8294	
ADT SECURITY SERVICES, INC	ATTN M MALDONADO	335 W 16th ST			New York	NY	10011	
ADT SECURITY SERVICES, INC		PO BOX 371956			Pittsburgh	PA	15250-7956	
Advanced Business Group, Inc.		520 Eighth Ave, 15th Flr			New York	NY	10018	
Advanced Discovery, Inc.		13915 N Mopac Expy	Suite 400		Austin	TX	78728	
Advanced Discovery, Inc.		PO Box 102242			Atlanta	GA	30368-2242	
Advanced Discovery, Inc.		PO Box 3173			Wichita	KS	67201-3173	
Advantage Data Inc.		PO Box 961210			Boston	MA	02196-1210	
Advent Software Inc	Attn Bill Hall	600 Townsend St., Suite 4000			San Francisco	CA	94103	
Advent Software, Inc.		PO BOX 823374			Philadelphia	PA	19182-3374	
Advent Software, Inc.		Three Lincoln Centre	5430 LBJ Freeway Site 800		Dallas	TX	75240-0000	
Advent Software, Inc.		Dept 33096 PO Box 39000			San Francisco	CA	94139-3096	
ADVENTURE PHOTO TOURS, INC.		3111 S VALLEY VIEW BLVD	X-106		Las Vegas	NV	89102	
ADVISOR CONSULTANT NETWORK INC		600 SUPERIOR AVE	SUITE 1300		Cleveland	OH	44114	
Advisor Group, Inc.		PO Box 978516			Dallas	TX	75397-8516	
Advisory Group Equity Services, Ltd.		444 Washington Street	Suite 407		Woburn	MA	01801	
Advocates Professional Services, Inc		119 North Park Ave, Suite 303			Rockville Centre	NY	11570	
AERIAL FOCUS		4885 ALPHA RD	STE 155		Dallas	TX	75244-4633	
AeroIndustry Jobs, Inc		PO Box 215			Oxford	ME	04270	
Aetha	AETNA-MIDDLETOWN	PO BOX 88863			Chicago	IL	60695-1863	
Aetna	Attn Lockbox No 804735	350 East Devon Avenue			Itasca	IL	60143	
Aetna		10275 W. Higgins Rd	Suite 500		Rosemont	IL	60018	
Aetna		PO Box 804735			Chicago	IL	60680-4108	
Aetna		PO Box 88860			Chicago	IL	60695-1860	
Aetna-COBRA		COBRA/Special Plans	PO Box 13050		Secaucus	NJ	07188-0050	
Aetna-FSA Payment Remittance	Aetna-Middletown	PO Box 13504			Newark	NJ	07188-0504	

Appx. 00370

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Afshan Mohammed		Address on File						
Agio, LLC		201 David L Boren Blvd	Ste 250		Norman	OK	73072	
Agren Blando Court Reporting Video Inc.		216 16th Street	Suite 650		Denver	CO	80202	
Aguilar Movers, Inc.		1206 Edwards Circle			Dallas	TX	75224	
AHLUWALIA, SANJIV		Address on File						
AI Insight		P.O. Box 639250			Cincinnati	OH	45263-9250	
AICPA		PO BOX 10069			Newark	NJ	07101-3069	
AICPA		Multiple Member Payment	PO Box 2219		Jersey City	NJ	07303-2219	
AIG Advisor Group, Inc.		PO Box 978516			Dallas	TX	75397-8516	
AIMSE		12100 Sunset Hills Road	Suite 130		Reston	VA	20190	
Aimware, Inc	ATTN Joyce Welsh	16 Olde Taverne Lane			Amesbury	MA	01913	
AIQ, Inc.		270 Rutherford Blvd	2nd Floor		Clifton	NJ	07014	
AIQ, Inc.		1500 Broadway	Suite 2900		New York	NY	10036	
Air Graffiti Dallas		4901 Harbor Ct			Flower Mound	TX	75022	
AIRBAND								
COMMUNICATIONS, INC		75 Remittance Drive	Suite 6566		Chicago	IL	60675-6566	
Aire Dynamics		2305 E BELTLINE RD	STE 190		Carrollton	TX	75006	
Aire Dynamics		305 E Beltline Rd Ste 190			Carrollton	TX	75006	
Aire Dynamics								
Aire Dynamics		3250 WEST STORY RD #102			Irving	TX	75038	
AirWatch, LLC		931 Monroe Drive NE	Ste 102-303		Atlanta	GA	30308	
AirWatch, LLC		PO Box 742332			Atlanta	GA	30374-2332	
Akerman Senterfitt & Edison, PA		P.O. Box 4906			Orlando	FL	32802	
AKF Reporters, Inc.		436 Blvd of the Allies			Pittsburgh	PA	15219-1314	
Akin, Gump, Strauss, Hauer & Feld LLP		1333 New Hampshire Ave, NW			Washington	DC	20036	
Akin, Gump, Strauss, Hauer & Feld LLP		DEPT. 7247-6827			Philadelphia	PA	19170-6827	
Akin, Gump, Strauss, Hauer & Feld LLP		Dept 7247-6838			Philadelphia	DE	19170-6838	
Akin, Gump, Strauss, Hauer & Feld LLP		Dept. 2909			Carol Stream	IL	60132-2909	
Akin, Gump, Strauss, Hauer & Feld LLP		2300 N Field St Ste 1800			Dallas	TX	75201-2481	
Alabama Department of Revenue	Individual and Corporate Tax Division	Corporate Income Tax Section	PO Box 327435		Montgomery	AL	36132-7435	
Alabama Power Service Organization	c/o Katrina Haynes	PO Box 1209			Eufaula	AL	36072	
Alabama Sheriffs Youth Ranches		200 Crescent Ct Ste 1900			Dallas	TX	75201	
Alan Adams		Address on File						
ALAN WELCH		Address on File						
Albion Computer Services A-Legal		49 Berkely Square						United Kingdom
Alejandro Vargas		1201 Elm Street	Suite 2560		London Dallas	TX	W1J 5AZ 75270	
Alex Kanji		Address on File						
ALEX SOMERS		Address on File						

Appx. 00371

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Alexanders Mobility Services		2750 Miller Park N Ste 300			Garland	TX	75042-7751	
ALEXIS ZHOU		Address on File						
ALFERMANN, NICHOLAS		Address on File						
ALICE WANG		Address on File						
All American Entertainment		5790 Fayetteville Rd.	Ste. 200		Durham	NC	27713	
All Star Group, Inc		3835 E. Thousand Oaks Blvd	Suite 282		Westlake Village	CA	91362	
ALL SYSTEMS SERVICES		7901 WHISPERING WOODS LN.			N. Richland Hills	TX	75240	
Allan Huffman		Address on File						
ALLAN PAPWORTH		Address on File						
Allen ISD	Attn Elizabeth Weller	2777 N. Stemmons Freeway	Suite 1000		Dallas	TX	75207	
Allen ISD	c/o Laurie A. Spindler, Elizabeth Weller	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207	
ALLEN KIM		Address on File						
ALLEN, MICHAELA S.		Address on File						
ALLEN, TARA		Address on File						
Allens Arthur Robinson		GPO Box 50			Sydney	NSW	02001	AUSTRALIA
Alliance Legal Staffing		PO Box 670534			Dallas	TX	75367	
ALLIANCE REPORTING LLC		3500 OAK LAWN AVE	SUITE 400		Dallas	TX	75219	
Allied Capital Partners		PO BOX 676649			Dallas	TX	75267-6649	
Allied Electronics Inc.	Accts Receivable Dept.	PO Box 2325			Fort Worth	TX	76113-2325	
Allison Lam	c/o Frederik Michel	Address on File						
Allison Taylor		PO Box 187			Dingmans Ferry	PA	18328	
ALPHA ELECTRICAL SERVICES INC		3727 HWY 138			Stockbridge	GA	30281	
AlphaLit		8201 Greensboro Drive	Suite 717		McLean	VA	22102	
Alphasense, Inc.		PO Box 37176			San Francisco	CA	94137-0176	
Alpine Macro		1130 Sherbrooke St West PH1			Montreal	QC	H3A2M8	Canada
Alston & Bird LLP		1201 W. Peachtree Street			Atlanta	GA	30309-3424	
Alternative Asset Investment Mgmt LLC		PO Box 5274			New York	NY	10185	
Altex Electronics, Ltd.		11342 HI 35 North			San Antonio	TX	78233	
Altus Network Solutions, Inc.		dba nFront Security	4920 Atlanta Highway, Suite 313		Alpharetta	GA	30004-2921	
Alvarez & Marsal Global Forensic and Dispute Services		555 Thirteenth Street NW, 5th Floor West			Washington	DC	20004	
Alvarez & Marsal North America, LLC		2029 Century Park East, Suite 2060			Los Angeles	CA	90067	
Alvarez and Marsal CRF Management, LLC		2029 Century Park East, Suite 2060			Los Angeles	CA	90067	
ALVAREZ, ADRIANA		Address on File			San Juan	PR	00911	
Alvaro Idoate Photographer		18 Tapia Street						
Alvaro Magalhaes		Address on File			Dallas	TX	75229	
AM Linen Rental		1611B Tantor Rd						
Amanda Coussens		Address on File						
AMANDA RUDOLPH		Address on File						
Amazon Web Services, Inc.	Attn AWS Legal	410 Terry Avenue North			Seattle	WA	98109-5210	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
AMB Janitorial Services	American Building Maintenance	PO Box 97292			Dallas	TX	75397	
Ambassador Funds Management Services		Level 8, 3 Spring St			Sydney	N8W	02000	AUSTRALIA
Ambassador Funds Management Services		STE 1202, LEVEL 12	3 SPRING ST		SYDNEY	NSW	02000	AUSTRALIA
Amber Electrical Contractors		2251 Century Center Blvd	520 Eighth Ave, 25th Floor		Irving	TX	75062	
Ambridge Partners LLC		Due Diligence Services			New York	NY	10018	
AMC Theaters		13731 Collections Center Drive			Chicago	IL	60693	
American Airlines		4255 Amon Carter Blvd	MD 4106		Fort Worth	TX	76155	
American Airlines, Inc.		PO Box 619616 MD4106			Ft Worth	TX	76155-0000	
AMERICAN APPRAISAL CANADA, INC		310 FRONT ST WEST Suite 710			TORONTO	ON	M5V 3B5	CANADA
American Arbitration Association	ATTN Kathleen Cantrell	1750 Two Galleria Tower	13455 Noel Road		Dallas	TX	75240	
American Arbitration Association		120 Broadway, 21st Floor			New York	NY	10271	
American Arbitration Association		Lackey Hershman, LLP	3102 Oak Lawn Avenue, Suite 777		Dallas	TX	75219	
American Arbitration Association		13455 Noel Road, Suite 1750			Dallas	TX	75240	
AMERICAN BANK NOTE COMPANY		PO BOX 1931			Columbia	TN	38402	
American Banknote Corporation	Attention Patrick J. Gentile	560 Sylvan Avenue			Englewood Cliffs	NJ	07632	
American Bar Association		PO Box 4745			Carol Stream	IL	60197-4745	
American Bldg. Maintenance Co.		PO Box 951864			Dallas	TX	75395-1864	
American Cancer Society	ATTN JAMIE SLOAN	1199 S Belt Line Rd Ste 160			Coppell	TX	75019-4656	
American Cancer Society	Attn Sharyn Klumb	1199 S Belt Line Rd Ste 160			Coppell	TX	75019-4656	
American Chamber of Commerce Resources								
American Express National Bank		65 East Wacker Place	Suite 1804		Chicago	IL	60601	
American Federation of the Arts	c/o Becket & Lee LLP	PO Box 3001			Malvern,	PA	19355-0701	
American Furniture Rental		305 East 47 St.	10 th Floor		New York	NY	10017	
American Global Wealth Management		3201 E. Arkansas Lane	Suite 101		Arlington	TX	76010	
American Heart Assoc.		1600 Pennsylvania Avenue			McDonough	GA	30253	
National Center	Attn SouthWest Affiliate-A/R	PO Box 4002903			Des Moines	IA	50340-2903	
American Heart Association	c/o Coles du Coeur	Ath Gabbi Sikes	105 Decker Ct, Ste 200		Irving	TX	75062	
American Heart Association		2550 US Highway 1			North Brunswick	NJ	08902	
American Heart Association		Greater Kansas City Community Found	1055 Broadway Blvd., Suite 130		Kansas City	MO	64105	
American Heart Association		Southwest Affiliate	105 Decker Court, Suite 200		Irving	TX	75062	
American Heart Association		7272 Greenville Avenue			Dallas	TX	75231	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
American Heart Association		8200 Brookriver Dr	Suite N-100		Dallas	TX	75247	
American Heart Association		SouthWest Affiliate - Acct Rec.	PO Box 4002031		Des Moines	IA	50340-2031	
AMERICAN IDENTITY		PO BOX 219189			Kansas City	MO	64121-9189	
American Language Technologies		3941 Legacy Drive, #204	PMB 199A		Plano	TX	75023	
AMERICAN LOCKSMITHS		830 THIRD AVE			New York	NY	10022	
American Metal Market LLC		Subscription Department	PO Box 15127		North Hollywood	CA	91615-5127	
American National Bank & Trust	Attention Commercial Lending	2732 Midwestern Parkway			Wichita Falls	TX	76308	
American National Bank & Trust		2732 Midwestern Parkway			Wichita Falls	TX	76308	
American Portfolios - Kolinsky With Mgt	Attn Ann Antunovich	4250 Veterans Memorial Hwy	Ste 420 E		Holbrook	NY	11741	
American Portfolios Financial Svcs Inc.		4250 Veterans Memorial Hwy			Holbrook	NY	11741	
American Program Bureau, Inc.		One Gateway Center	Suite 751		Newton	MA	02458	
American Red Cross		PO Box 4002018			Des Moines	IA	50340-2018	
AMERICAN RESEARCH BUREAU		2386 HERITAGE WAY			Salt Lake City	UT	84109-1808	
American Restaurant Association		2907 126th Ter E			Parrish	FL	34219-1629	
American Solutions for Business		NW#7794	PO Box 1450		Minneapolis	MN	55485-7794	
American Solutions for Business		PO Box 218			Glenwood	MN	56334-0218	
American Solutions for Business		8479 Solution Center			Chicago	IL	60677-8004	
American Stock Exchange		PO Box 11181A			New York	NY	10286-1181	
American Stock Exchange		BOX 757510			Philadelphia	PA	19175-7510	
Ameriprise Financial Services, Inc.		50798 Ameriprise Financial Center			Minneapolis	MN	55474	
Amicus Search Group		700 N. Pearl St	Suite # 1640		Dallas	TX	75201	
AMIR RAO		1020 MEDFORD RD			Pasadena	CA	91107	
AMX Environmental Ltd		2351 W Northwest HWY-STE 2118			Dallas	TX	75220-8406	
Amy Nguyen		Address on File						
Analysis Group		111 Huntington Ave, 14th Floor			Boston	MA	02199	
ANAND DESAI		Address on File						
Anchor Advisory Services Corporation		4 Court St.	Ste 207		Plymouth	MA	02360	
ANDERSEN, DEREK C.		Address on File						
ANDERSON, KIRK		Address on File						
ANDREI DORENBAUM		Address on File						
ANDREI DORENBAUM		Address on File						
Andrew Hayton		Address on File						
Andrew Hilgenbrink		Address on File						
Andrew Lieberman		Address on File						

Appx. 00374

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Andrew Mangin		Address on File						
Andrew Merrick Homes LLC		13455 NOEL RD	STE 1330		Dallas	TX	75240	
Andrew Parmentier		Address on File						
Andrew Rosemore		Address on File						
ANDREW STONE		Address on File						
ANDREW YACENDA		Address on File						
Andrews Kurth	Scott A. Brister, Esq.	Address on File						
Andrews Kurth		Address on File						
Andrews Kurth LLP		600 Travis St., Suite 4200			Houston	TX	77002	
Andrews Kurth LLP		PO Box 301276			Dallas	TX	75303-1276	
Andrius Balta		Address on File						
Animal Defense League		11300 Nacogdoches Rd			San Antonio	TX	78217-2318	
Anish Tailor		Address on File						
Anna Englert		Address on File						
Ansarada Pty Limited		30 South Wacker Dr	22 Floor		Chicago	IL	60606	
ANTONOVICH, THOMAS G.		Address on File						
Aon Consulting, Inc.		445 Hutchinson Ave	Ste 900		Columbus	OH	43235-0000	
Aon Consulting, Inc.		29695 Network Place			Chicago	IL	60673-1296	
APIR Systems Ltd.		PO Box 5446			Kingston	ACT	02604	AUSTRALIA
APKE & KIMBRELL, LLP		1650 HIGHWAY 6	STE 100		Sugar Land	TX	77478	
Appleby Corpoate Services (Bermuda) Ltd.		PO Box HM 1179			Hamilton	HM EX		BERMUDA
Appliance Fixx Air & Heat		PO Box 271258			Flower Mound	TX	75027-1258	
Apitiviti, Inc.		145 W 28th St Fl 9			New York	NY	10001-6114	
Aramark		2120 Hutton Dr	Suite 100		Carrollton	TX	75006	
ARCHON SOLICITORS		MARTIN HOUSE	5 MARTIN LANE		London		EC4R 0DP	United Kingdom
ARCpoint Labs of Irving		8925 Sterling Street	Suite 255		Irving	TX	75063	
ARGENTIC REAL ESTATE FINANCE LLC		40 WEST 57TH STREET	29TH FLOOR		New York	NY	10019	
Argo Partners		12 West 37th Street, 9th Floor			New York	NY	10018	
Argonaut Insurance Company		225 W Washington Street	24th floor		Chicago	IL	60606-0000	
Argosy Group		PO Box 5094			Brentwood	TN	37024	
Argosy Group		Two Washingtonian Center	9737 Washingtonian					
Argosy Group LLC		9737 Washingtonian Blvd.	Blvd., Ste. 200		Gaithersburg	MD	20878-7364	
Argus Software		PO BOX 671591	Ste. 100		Gaithersburg	MD	20878	
Argus Software		3050 Post Oak Blvd			Dallas	TX	75267	
Ari L. Faneuil		Address on File	Suite 900		Houston	TX	77056	
Arizona Biltmore Resort & Hotel								
Arizona Corporation		PO Box 740949			Los Angeles	CA	90074-0949	
Commission		Z Corp Commission - Securities DIV	1300 West Washington Street, 3rd Floor		Phoenix	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE	ATTN Collections Division	1600 West Monroe St			Phoenix	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29079			Phoenix	AZ	85038	

Appx. 00375

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ARIZONA DEPARTMENT OF REVENUE		PO Box 29085			Phoenix	AZ	85038-9085	
Arizona Land Management Services, LLC		4900 North Scottsdale Rd	Suite 3000		Scottsdale	AZ	85251	
Arizona Land Management Services, LLC		PO Box 13303			Scottsdale	AZ	85267-3303	
Arizona Outback Adventures		17465 N 93rd St			Scottsdale	AZ	85255-6324	
Arizona PSPRS Trust		E Camelback Road	Suite 200		Phoenix	AZ	85016	
Arkadin, Inc.		Lockbox #32726	Collection Center Dr		Chicago	IL	60693-0726	
Arkansas Secretary of State	Business & Commercial Services Division	PO Box 8014			Little Rock	AR	72203	
Arkansas Securities Department		201 E. Markham, Rm 300	Heritage West Bldg		Little Rock	AR	72201	
Amdell, Connor		Address on File						
Arnold, Jeffrey		Address on File						
Amstein & Lehr LLP		120 South Riverside Plaza	Ste 1200		Chicago	IL	60606-3910	
Amitzen de Besche		Address on File						
ARORA, SANDEEP		Address on File						
Arredondo, Alba M.		Address on File						
Aris Western Corp.		718 N Buckner #316			Dallas	TX	75218	
Arthouse Design		2373 Central Park Blvd	Suite 204		Denver	CO	80238	
Arthur Klausner		Address on File						
Article 1		Rua Eugen Germer, 86	Blumenau		Santa Catarina		89015-140	BRAZIL
Artografx, Inc.		2611 Andojon			Dallas	TX	75220	
AS&K Services Limited		PO Box HM 1179			Hamilton	HM EX		BERMUDA
Asante Phase I Community Association		1600 W Broadway	Suite 200		Tempe	AZ	85282	
Ashby & Geddes		PO Box 1150			Wilmington	DE	19899	
Ashley Van Hoef		Address on File						
Ashton Consulting Limited		9F, Atago East Building			Minato-ku	Tokyo	105-0003	JAPAN
Ashurst LLP		Time Square Tower	7 Time Square		New York	NY	10036	
ASI Business Solutions		820 W Sandy Lake Rd Ste 100			Coppell	TX	75019-4108	
ASI Business Solutions		12801 N Stemmons Frwy Ste 710			Dallas	TX	75234-5881	
ASI, Corporate		8181 Jetstar Drive	Suite 100		Irving	TX	75063	
ASI, Corporate		3860 W. Northwest Hwy	Suite 350		Dallas	TX	75220	
Asociacion Suzuki de Violin de PR		Villa Nevarez	1026 calle 18		San Juan	PR	00927	
Aspen Publishers Inc.		7201 McKinney Circle			Frederick	MD	21704	
Aspen Publishers Inc.		PO Box 64054			Baltimore	MD	21264-4054	
Aspen Publishers Inc.		4829 INNOVATION WAY			Chicago	IL	60682-0048	
ASSAR, VATSAL		Address on File						
Asset Communications, Inc.		1764 Prospector Ave	Suite 1		Park City	UT	84060	
Asset-Backed Alert		5 Marine View Plaza #400			Hoboken	NJ	07030-5795	
ASSIST THE OFFICER FOUNDATION		1412 GRIFFIN STE			Dallas	TX	75215	
Assn of Asian American Invest Managers	Attn Amy Gee	50 California Street	Suite 2320		San Francisco	CA	94111	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Assoc. Asian American Investment Mgrs	c/o V. Lau, Leading Edge Invest Advisors	50 california Street, Suite 2320			San Francisco	CA	94111	
Assoc. for American Innovation, Inc.		2200 Wilson Blvd	Suite 102-533		Arlington	VA	22201	
Assoc. of Asian America Investment Mgrs		1045 N. Utah St., Suite 512			Arlington	VA	22201	
Assured Environments		45 Broadway	10th Floor		New York	NY	10019	
AST Equity Plan Solutions		123 S. Broad Street	Suite 1160		Philadelphia	PA	19109	
AST Equity Plan Solutions		PO Box 12893			Philadelphia	PA	19176-0893	
ASTRON SOLUTIONS		535 W 34TH ST	STE 407		New York	NY	10001	
ASW Law Limited		Crawford House	50 Cedar Avenue		Hamilton		0HM11	Bermuda
ASW Law Limited		Crawford House	PO Box HM2879		Hamilton		0HMLX	Bermuda
AT&T	c/o Bankruptcy	4331 Communications Dr	Fir 4W		Dallas	TX	75211	
AT&T		PO BOX 5012			Carol Stream	IL	60197	
AT&T		PO BOX 5019			Carol Stream	IL	60197	
AT&T		PO BOX 78045			Phoenix	AZ	85062	
AT&T		PO BOX 13128			Newark	NJ	07101-5628	
AT&T		PO BOX 13146			Newark	NJ	07101-5646	
AT&T		PO BOX 105068			Atlanta	GA	30348-5068	
AT&T		PO Box 105414			Atlanta	GA	30348-5414	
AT&T		PO BOX 5001			Carol Stream	IL	60197-5001	
AT&T		PO BOX 5020			Carol Stream	IL	60197-5020	
AT&T		PO Box 9005			Carol Stream	IL	60197-9005	
AT&T		PO BOX 630047			Dallas	TX	75263-0047	
AT&T		PO BOX 650661			Dallas	TX	75265-0661	
AT&T		PO BOX 660324			Dallas	TX	75266-0324	
AT&T		PO Box 660921			Dallas	TX	75266-0921	
AT&T		PO BOX 930170			Dallas	TX	75393-0170	
AT&T		PO BOX 940012			Dallas	TX	75394-0012	
AT&T		PO BOX 78225			Phoenix	AZ	85062-8225	
AT&T Internet Services	ATTN HIPCS	PO BOX 650040			Dallas	TX	75265-0040	
AT&T Internet Services		PO BOX 5016			Carol Stream	IL	60197-5016	
AT&T Internet Services		PO Box 650396			Dallas	TX	75265-0396	
AT&T Long Distance		PO Box 5017			Carol Stream	IL	60197-5017	
AT&T MOBILITY		PO Box 105773			Atlanta	GA	30348-5773	
AT&T MOBILITY		PO BOX 538695			Atlanta	GA	30353-8695	
AT&T MOBILITY		PO BOX 31287			Tampa	FL	33631-3287	
AT&T MOBILITY		PO BOX 31488			Tampa	FL	33631-3488	
AT&T MOBILITY		PO BOX 6428			Carol Stream	IL	60197-6428	
AT&T MOBILITY		PO Box 6444			Carol Stream	IL	60197-6444	
AT&T MOBILITY		PO BOX 6463			Carol Stream	IL	60197-6463	
AT&T MOBILITY		PO Box 8229			Aurora	IL	60572-8229	
AT&T MOBILITY		208 South Akard Street			Dallas	TX	75202-0000	
AT&T MOBILITY		PO Box 650553			Dallas	TX	75265-0553	
AT&T MOBILITY		PO BOX 650574			Dallas	TX	75265-0574	
AT&T Performing Arts Center	Attn Development	700 N. Pearl Street, Suite N1800			Dallas	TX	75201	
Atlas IDF, LP	c/o Atlas IDF GP, LLC	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Attia Medical, PC		5820 Oberlin Dr., Suite 205			San Diego	CA	92121	

Appx. 00377

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Attorney General of South Carolina	Securities Division	1000 Assembly St Address on File	Rembert C. Dennis Office Bldg		Columbia	SC	29201	
Atul Kavthekar								
Audio Visual Innovations, Inc.		P.O. Box 62251			Baltimore	MD	21264-2251	
AURORA BOREALIS	ATTN GEORGE WHITE	101 BARCLAY ST 13W			New York	NY	10286	
AUSHRIF JAVEED		Address on File						
Austin Brown		Address on File						
AUSTIN TRANTHAM		Address on File						
AUSTIN, TIMOTHY		Address on File						
Automotive News		DRAWER #7718	PO BOX 79001		Detroit	MI	48279	
Automotive News		Subscriber Services Department 77940			Detroit	MI	48277-0940	
Avalon Synergy		One Galleria Tower	13355 Noel Rd, Suite 1100		Dallas	TX	75240	
AvePoint, Inc		3 Second Street Suite 803			Jersey City	NJ	07311	
Avi Levine		Address on File			Addison	TX	75001	
AVIATION SERVICES ELITE		4502 CLAIRE CHENNAULT			Dallas	TX	75240	
Aviation Services Group		14001 Dallas Pkwy			Hightstown	NJ	08520-9897	
Aviation Week		PO Box 505			Chicago	IL	60601	
AVIDITY PARTNERS		180 N STETSON	STE 1310		Dallas	TX	75234	
AVI-SPL		13859 Diplomat Drive	Suite 180		Boston	MA	02284-4612	
AVI-SPL		PO Box 844612			Baltimore	MD	21264-2251	
AVI-SPL		PO BOX 62251			Canton	MA	02021	
Avitar Technologies, Inc.		65 Dan Rd			Newport	RI	02840-0004	
Avtech	ATTN Accounts Receivable	PO Box 394						
AWAIS SHAIKH		Address on File			Dallas	TX	75219	
AWARE		2828 Hood Street	Residence 1705		New York	NY	10019	
Axicon Partners, LLC	ATTN Robert T. Scott	1325 Avenue of the Americas	27th floor		Edinburg	VA	22824	
Axios Institute		PO Box 457			North Bergen	NJ	07047	
Axis Global Systems		PO Box 831			Carrollton	TX	75006	
A-Z Cleaning Services		1729 Crosby Rd.			New York	NY	10001	
B&H Photo - Video, Inc.		420 Ninth Avenue			Wylie	TX	75098	
B3 Entertainment Productions, Inc.		1509 Schooner Bay Dr.			Dallas	TX	75201	
Badge of Honor Memorial Fund		Executive Office	3131 Maple Ave 7E		Las Vegas	NV	89148	
Bailey Kennedy, LLP		8984 Spanish Ridge Ave			Fort Wayne	IN	46802	
Bailey, Connor		Address on File			New York	NY	10018	
Baker & Daniels		111 E Wayne Ste 800			Dallas	TX	75201	
Baker & McKenzie LLP	Debra A. Dandeneau	452 Fifth Avenue			Houston	TX	77002	
Baker & McKenzie LLP	Michelle Hartmann	1900 North Pearl	Suite 1500		Houston	TX	77216	
Baker Botts LLP		901 Louisiana Street			Dallas	TX	75303-1251	
Baker Botts LLP		PO BOX 201626						United Kingdom
Baker Botts LLP		PO Box 301251			London		EC4V 6JA	
Baker McKenzie LLP		100 New Bridge Street			Dallas	TX	75201	
Baker McKenzie LLP		2300 Trammell Crow Center	2001 Ross Ave		Washington	DC	20006-4078	
Baker McKenzie LLP		815 Connecticut Ave, NW						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Baker Tilly Virchow Krause, LLP		1050 Crown Pointe Parkway, Ste 1650			Atlanta	GA	30338	
Baker Tilly Virchow Krause, LLP		205 N Michigan Ave			Chicago	IL	60601-5927	
Baker, Lauren		Address on File						
BAKER, SCOTT		Address on File						
Baker, Stephen		Address on File						
Balch & Bingham LLP		P.O. Box 306			Birmingham	AL	35201	
BALFOUR ASSOCIATES, INC	ATTN DAVID VANVALKENBURG	5350 PRESERVE DR			Greenwood Village	CO	80121	
Ballard Spahr LLP		1735 Market Street	51st Floor		Philadelphia	PA	19103	United Kingdom
BALLS BROTHERS		313 CAMBRIDGE HEATH RD	BETHNAL GREEN		London		E2 9LQ	
Bancroft Associates PLLC		500 New Jersey Avenue	Seventh Floor		Washington	DC	20001	
Bank Director		201 Summit Drive	Suite 250		Brentwood	TN	37027	
Bank Director		5110 Maryland Way Ste 250			Brentwood	TN	37027-9501	
BANK OF AMERICA		335 MADISON AVE			New York	NY	10017	
Bannon, Lucy		Address on File						
Baradach, Artisom		Address on File						
BARANSI, SAMER		Address on File						
Barbera, Angela		Address on File						
Bamdollar Investment Advisory Services		2719 Letap Ct	Ste 101		Land O Lakes	FL	34638	
BARNES & ROBERTS, LLC		2701 Canton St.			Dallas	TX	75226	
BARNES & ROBERTS, LLC		2816 COMMERCE ST			Dallas	TX	75226	
Barnes and Noble College	C/O Bush Center Store	2943 SMU Blvd			Dallas	TX	75205	
BARNESÞBURG LLP		11 South Meridian Street			Indianapolis	IN	46204	
Barri Pearson		Address on File						
Barrier Advisors		13455 Noel Rd, Ste 2200			Dallas	TX	75240	
Barrington Financial Group, LLC		77 Franklin Street	Suite 802		Boston	MA	02110	
Barrister Books, Com		615 Florida St.			Lawrence	KS	66044	
Barristers & Attorneys		PO Box HM 26			Hamilton		HM LX	BERMUDA
Barrons		200 Burnett Rd	PO Box 7031		Chicopee	MA	01021-7031	
BARTH GROSS ELECTRIC CO, INC		110 W 26th ST			New York	NY	10001	
BARTLIT BECK HERMAN PALENCHAR SCOTT		COURTHOUSE PLACE	54 W HUBBARD ST	Suite 300	Chicago	IL	60610	
Bass, Berry & Sims PLC		150 Third Ave South, Ste 2800			Nashville	TN	37201	
BATCHWORK MANAGEMENT LTD		HOME PARK ESTATE	STATION RD		KINGS LANGLEY		WD4 8DH	United Kingdom
BATEMAN, JACK		Address on File						
Bates Group, LLC		5005 S.W. Meadows Rd, Ste 300			Lake Oswego	OR	97035	
Bates White, LLC	Karen Goldberg, Esq.	Bates White, LLC	2001 K Street NW, North Bldg Suite 500		Washington	DC	20006	
Bates White, LLC		2001 K Street, NW	North Building, Suite 500		Washington	DC	20006	

Appx. 00379

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BAUER, WILLIAM		Address on File						
Bayard, P.A.		222 Delaware Avenue, 9th Floor			Wilmington	DE	19801	
Baynard, Cameron		Address on File						
Bazooka Search Ltd		115 Coventry Rd			London		E2 6GG	United Kingdom
BB&T Securities, LLC		2619 N Oak Street, 3rd Floor			Myrtle Beach	SC	29577	
BBD, LLP		1835 Market Street	3rd Floor		Philadelphia	PA	19103	
BBVA	Michael Doran	8080 North Central Expressway	Suite 1500		Dallas	TX	75206	
BCA Publications Ltd.		1002 Sherbrooke St West Ste 1600			Montreal	QC	H3A 3L6	CANADA
BCA Research Inc		1002 Sherbrooke St. W	Suite 1600		Montreal	QC	H3A 3L6	CANADA
BDC Review, LLC		407 East Maple Street	Ste 305		Cumming	GA	30040	
BDO USA, LLP		700 North Pearl	Suite 2000		Dallas	TX	75201	
BDO USA, LLP		P.O. Box 31001-0860			Pasadena	CA	91110-0860	
BEALL-SARRIS, ASHLEY E.		Address on File						
BEARD, MATTHEW		Address on File						
Beauchamp, Thomas		Address on File						
Becky Bowler		Address on File						
Bedell Cristin		Address on File						
BEEF SLABS OF TEXAS LLC		2000 N HWY 157	STE 112		Mansfield	TX	76063	
Behind the Numbers LLC		8140 Walnut Hill Ln #300			Dallas	TX	75231	
BELINGER & DEWOLF, LLP		10000 N CENTRAL EXPWY	STE 900		Dallas	TX	75231	
Bell Nunnally and Martin, LP	Russell W. Mills	2323 Ross Avenue Suite 1900			Dallas	TX	75201	
Bell, Boyd & Lloyd		Three First National Plaza	70 West Madison S, Ste 3300		Chicago	IL	60602	
Bella Flora of Dallas		118 Oak Lawn Ave.			Dallas	TX	75207	
BEN ASARE		Address on File						
Ben E. Keith		Address on File						
Ben Greenfield, Human								
Wellness Sol. LLC		8515 N Argonne Rd			Spokane	WA	99217	
BEN VONDERHAAR		Address on File						
Benefit Data		2220 San Jacinto Blvd, Ste 345			Denton	TX	76205	
Benesch	LouAnne Molinaro	222 Delaware Avenue, Suite 801			Wilmington	DE	19801-1611	
BENJAMIN FINGER		Address on File						
Benjamin Sarly		Address on File						
Benson Hlavaty Architects		3141 Hood St Ste 420			Dallas	TX	75219	
Bent Tree Country Club, Inc.		5201 Westgrove Drive			Dallas	TX	75248	
Bent Tree Country Club, Inc.		PO Box 204795			Dallas	TX	75320-4795	
BERIHUN, ELIZABETH		Address on File						
Berkeley Research Group, LLC	Emily Kirksey	1800 M Street NW	Second Floor		Washington	DC	20036	
Berkeley Research Group, LLC	Valerie Riva	2200 Powell Street Suite 1200			Emeryville	CA	94608	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Berkeley Research Group, LLC	Valerie Riva	2200 Powell Street Suite 1200			Emeryville	CA	94608	
Berkeley Research Group, LLC		2200 Powell Street	Suite 1200		Emeryville	CA	94608	
Berkeley Square Advisors LLC		701 N Green Valley Pkwy Ste 200			Henderson	NV	89074	
Berkshire Capital Securities, LLC		535 Madison Avenue			New York	NY	10022	
Bernard DeMeo		Address on File						
Bernard Peperstraete		Address on File						
Berry Appleman & Leiden LLP		3355 W. Alabama Street	Suite 1050		Houston	TX	77098	
Berry Appleman & Leiden LLP		353 Sacramento Street	Suite 1300		San Francisco	CA	94111	
Berthel Fisher & Company	Attn Connie Allard	701 Tama Street			Marion	IA	52302	
Berthel Fisher & Company	Attn Dan Barnard	Berthel Fisher & Company	8090 N 85th Way, Ste 101		Scottsdale	AZ	85258	
Berthel Fisher & Company		16100 Chesterfield Parkway West	Suite 150		Chesterfield	MO	63017	
Best Companies Group		1500 Paxton Street			Harrisburg	PA	17104	
Beyond		8700 Ambassador Row			Dallas	TX	75247	
Beyond the Box		2544 West Commerce Street			Dallas	TX	75212	
Bhavani Jaroff		Address on File						
BHIL Distributors, Inc.		325 John H. McConnell Blvd	Suite 200		Columbus	OH	43215	
Bickel & Brewer		1717 Main St			Dallas	TX	75201	
Bifferato Gentilotti LLC		100 Biddle Avenue	Springside Plaza	Suite 100	Newark	DE	19702	
Big Brother Big Sister		450 E. John Carpenter Fwy, Ste 300			Irving	TX	75062	
Big Brothers Big Sisters of Mass Bay	Attn Erin DeMarco	75 Federal Street, 8th Floor			Boston	MA	02110	
Big Honkin Ideas		1424 Lincoln Blvd			Santa Monica	CA	90401	
Big Thought		2501 Oak Lawn	Ste 550, LB-42		Dallas	TX	75219	
BILL CRISPIN		Address on File			Chalston	WV	25314	
Bill J Crouch & Associates		210 MacCorkle Ave SE						
BILL MITENBERGER		Address on File						
BILL WALLISCH		Address on File						
Bill Wilton		Address on File						
BILLINGHURST, MINDY		Address on File						
BIMAL KALVANI		Address on File						
Bingham McCutchen LLP		P.O. Box 3486			Boston	MA	02241-3486	
BioCentury Publications		PO Box 1246			San Carlos	CA	94070	
Bison Coolers, LLC		5113 Commercial Drive			North Richland Hills	TX	76180	
BISYS		PO Box 19468A			Newark	NJ	07195-0468	
BKM Total Office of Texas		9755 Clifford Drive #100			Dallas	TX	75220	
Black Box Network Services		PO Box 890699			Dallas	TX	75389-0699	
Black Mountain Systems, LLC		12520 High Bluff Dr	Ste 340		San Diego	CA	92130	
BLACK, WINSTON		Address on File						
Blackberry Wireless		12432 Collections Center Dr			Chicago	IL	60693	

Appx. 00381

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BLACKBURN, MICHAEL		Address on File						
PEPER MARTIN LLP		PO BOX 795135			Saint Louis	MO	63179	
Blair Roeber		Address on File						
BLAKE DEXTER		Address on File						
Blake Morrell		Address on File						
Blank Rome LLP		Lockbox #8586	PO Box 8500		Philadelphia	PA	19178-8500	
Blast Creative		2703 Poly Drive			Billings	MT	59102	
Blast Creative		3036 Hunters Ridge Loop			Billings	MT	59102	
Block Garden & McNeill, LLP		Sterling Plaza	5949 Sherry Lane, Suite 900		Dallas	TX	75225	
BLOMBERG FINANCE L.P.		731 LEXINGTON AVE			New York	NY	10022	
Blondies Treehouse, Inc.	Attn Accounts Receivable	431 Fayette Avenue			Mamaroneck	NY	10543	
Bloom Strategic Consulting, Inc.		4514 Cole Ave.	Suite 600		Dallas	TX	75205	
Bloomberg		PO Box 30244			Hartford	CT	06150-2044	
Bloomberg Businessweek		PO Box 37531			Boone	IA	50037-0531	
Bloomberg Finance LP		PO BOX 30244			Hartford	CT	06150	
Bloomberg Finance LP		731 Lexington Ave.			New York	NY	10022	
Bloomberg Finance LP		PO Box 416604			Boston	MA	02241-6604	
Blue Cross Blue Shield of Texas		1001 East Lookout Drive			Richardson	TX	75082	
Blue Cross Blue Shield of Texas		PO Box 731428			Dallas	TX	75373-1428	
Blue Ribbon Advantage		7020 Portwest Drive, Suite 150			Houston	TX	77024	
Blue Ribbon Advantage		P.O. Box 79487			Houston	TX	77279-9487	
Blue Ribbon Industries		408 Singleton Blvd			Dallas	TX	75212	
Blue Vault Partners, LLC		407 E Maple St	Suite 305		Cumming	GA	30040	
Blueprint for Prosperity	Attn Finance	500 North Akard St, Suite 2600			Dallas	TX	75201	
Blumberg/Excelsior		62 White St			New York	NY	10013	
BLUMER, JENNIFER		Address on File			Houston	TX	77042	
BMC Software, Inc.		2101 Citywest Blvd			Dallas	TX	75303-1165	
BMC Software, Inc.		PO Box 301165			Miami Beach	FL	33154	
BMZ Discovery Services LLC		1400 Biscaya Drive			Baltimore	MD	21297-1009	
BNA		PO BOX 17009			Pittsburgh	PA	15219-0000	
BNY Mellon		525 Penn Place						
Bob Grier		Address on File						
Bob Marx		Address on File						
Bochetto & Lentz, P.C.		1524 Locust Street			Philadelphia	PA	19102	
BOCK, MARIA		Address on File						
BODRON, MICHAEL		Address on File						
Boies, Schiller & Flexner LLP	Scott E. Gant, Esq.	Boies, Schiller & Flexner LLP NW	5301 Wisconsin Ave.		Washington	DC	20015	
Boies, Schiller & Flexner LLP		5301 Wisconsin Ave NW			Washington	DC	20015-2015	
BOK Financial Asset Management		The Lyric Centre	440 Louisiana, Suite 2500		Houston	TX	77002	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BOK Financial Asset Management		PO Box 1270			Tulsa	OK	74101-1270	
BOK Financial Securities, Inc.	Attn Leslie Swafford	1 Williams Center, 16th Flr						
Bonahoom & Associates		10850 Switzer Ave #101			Tulsa	OK	74172	
Bonnie Murray		Address on File			Dallas	TX	75238	
Boom Global Media Inc		295 Greenwhich St. # 296			New York	NY	10007	
BOSC, Inc.	Attn Chelle Davidson	One Williams Center, 9 NE			Tulsa	OK	74172	
BOSE, ROHAN		Address on File						
Boston Financial Data Services		PO Box 74008640	Lockbox 008640		Chicago	IL	60674-8640	
Boston Financial Data Services		330 W. 9th Street			Kansas City	MO	64105-1514	
Boston Properties, L.P.		800 Boylston Street	Suite 1900		Boston	MA	02199	
Boston Properties, L.P.		599 Lexington Ave			New York	NY	10022-6004	
Boundless Network		200 E. 6th Street	Suite 300		Austin	TX	78701	
Bow Line Media		1809 Thale Drive			Dallas	TX	75228	
Bowman Dahl, LLC		120 West 28th Street	#3C		New York	NY	10001	
Bowne		PO BOX 6081			Church Street			
Bowne		PO Box 951060			Station	NY	10277-2706	
BOX.com		900 Jefferson Ave			Dallas	TX	75247-1060	
BOYCE, PATRICK		Address on File			Redwood City	CA	94063-0000	
Boyce-Field, Mollie		Address on File						
Boys & Girls Clubs of Greater Fort Worth	Attn Christi Langas	3218 East Belknap			Fort Worth	TX	76111	
BRACEWELL & GIULIANI LLP		PO BOX 848566			Dallas	TX	75284-8566	
Bracewell & Patterson		PO Box 848566			Dallas	TX	75284-8566	
Brad Beman		Address on File						
Brad Borud	Daniel P Winikka	Loewinsohn Flegle Deary Simon LLP	12377 Merit Drive, Suite 900		Dallas	TX	75251	
BRAD BORUD		Address on File						
BRAD BORUD		Address on File						
BRAD DAVEY		Address on File						
BRAD GUY		Address on File						
Brad Mendenhall		Address on File						
BRAD VOSS		Address on File						
Braden Bair		Address on File						
Bradfield Elementary	Attn Jackie Tilden, VP of Development	4300 Southern Avenue			Dallas	TX	75205	
Bradford K Borud		Address on File						
BRADLEY MACK		Address on File						
BRADY, CHARLA		Address on File						
Bragalone Conroy PC		Chase Tower	2200 Ross Avenue	Suite 4500W	Dallas	TX	75201-7924	
Branda Fanning		Address on File						
Brandywine Process Servers, Ltd.		PO Box 1360			Wilmington	DE	19899	
BRANER, PHILIP		Address on File						

Appx. 00383

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BREITZ TX PROPERTIES LP		PO Box 842530			Dallas	TX	75284-2530	
Breault, Evan		Address on File						
Breault, Evan		Address on File						
Breazeale, Sachse & Wilson LLP		One American Place	Suite 2300		Baton Rouge	LA	70821-3197	
Breezy Higa		Address on File						
Brenda Samples, Tax Assessor		Kaufman County Tax Office	PO Box 339		Kaufman	TX	75142	
Brennan, Kieran		Address on File						
Brennan, Michael		Address on File						
Brent Gregoire		Address on File						
Brentwood CLO Ltd., et al.	Joseph E. Bain	Jones Walker LLP	811 Main St. Suite 2900		Houston	TX	77002	
Brentwood CLO Ltd., et al.	Schulte Roth & Zabel LLP	James T. Bentley	919 Third Avenue		New York	NY	10022	
Brentwood CLO, Ltd.	MaplesFS	PO Box 309, Uglan House	South Church Street	George Town	Grand Cayman		KY1-1104	Cayman Islands
Brentwood CLO, Ltd.		Maples Finance Limited, PO Box 1093GT	Queensgate House, South Church Street	George Town	Grand Cayman			Cayman Islands
Brentwood CLO, Ltd. Investors Bank & Trust Company	Brentwood CLO, Ltd. c/o Maples Finance Limited	P.O. Box 1093GT	Queensgate House, South Church Street	George Town	Grand Cayman			Cayman Islands
Brentwood CLO, Ltd. Investors Bank & Trust Company	Investors Bank & Trust Company	200 Claredon Street	CDO Services - Brentwood CLO, Ltd		Boston	MA	02116	
Bressler, Amery & Ross, P.C.		325 Columbia Turnpike			Florham Park	NJ	07932	
Brett Benjamin		Address on File						
Brett H. McCloskey		Address on File						
Brett Hoge		Address on File						
Brett Pope		Address on File						
Bretton Advisors, Inc.		Address on File						
Brian Andrusin		Address on File						
Brian Broadbent		Address on File						
Brian Collins	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
BRIAN COX		Address on File			New York	NY	10004	
Brian D. Glueckstein	Sullivan Cromwell LLP	125 Broad Street						
Brian Fitzsimmons		Address on File						
Brian G Albert Esq.		Address on File						
Brian Goehl		Address on File						
Brian Hochhauser		Address on File						
Brian Home		Address on File						
BRIAN JONES		Address on File						
Brian Jones.		Address on File						
Brian Josephson		Address on File						
Brian Lauten, PC		Address on File						
Brian Li		Address on File						
BRIAN LOHRDING		Address on File						
Brian Malizia		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Brian P. Shaw		Address on File						
BRIAN PRICE		Address on File						
BRIAN TILTON		Address on File						
Bridge Title Company, LLC		8150 N. Central Expwy	Ste 650		Dallas	TX	75205	
BrightHouse Financial		PO Box 371310			Pittsburgh	PA	15250-7310	
BrightHouse Life Insurance Company		PO Box 371487			Pittsburgh	PA	15250-7487	
Brighton House Associates, LLC		2 Park Central Drive	Suite 300		Southborough	MA	01772	
BRIGHTWORK	ATTN JOYCE WELSH	16 OLDE TAVERNE LANE			Amesbury	MA	01913	
Brian Enterprises, Inc.		1545 Prudential Dr.			Dallas	TX	75235-4111	
Britain, William		Address on File						
BRITAIN, WILLIAM L.		Address on File						
Brittain, Mark		Address on File						
BRITTNEE WOOLDRIDGE		2201 WOLF ST	#6106		Dallas	TX	75201	
BRITTNEY CUNNINGHAM		Address on File						
BROADCASTING & CABLE		PO BOX 5655			Harlan	IA	51593-1155	
Broadus, Paul		Address on File						
Broadridge Customer Communications		5516 Collection Ctr Dr			Chicago	IL	60693	
Broadridge Customer Communications		2600 Southwest Blvd.			Kansas City	MO	64108	
Broadridge ICS		PO Box 416423			Boston	MA	02241-6423	
Broadridge Investor Communication Soluti		One Park Ave			New York	NY	10016-0000	
Broadridge Output Solutions, Inc.		PO Box 15788			Chicago	IL	60693	
BROADVIEW NETWORKS		PO Box 9242			Uniondale	NY	11555-9242	
Brodeur, Steven		Address on File						
BRODRICK NORMAN		456 9th St	#8		Hoboken	NJ	07030	
Broker Dealer Financial Services Corp.		6775 Booneville Rd			WDM	IA	50266-8093	
Broker Educational Sales Training, Inc.		7137 Congress Street			New Port Richey	FL	34653-6464	
Brook Lane Partners, LLC		330 East 75th Street	Suite 10H		New York	NY	10021	
Brook Lane Partners, LLC		445 Park Avenue	10th Floor		New York	NY	10022	
Brookmont Capital Management, LLC		2000 McKinney Avenue	Suite 1230		Dallas	TX	75201	
Brookover, Steven		Address on File						
Brosier & Buchanan Partners		320 W. 7th			Amarillo	TX	79101	
Brown & Hofmeister LLP		740 E Campbell	Suite 800		Richardson	TX	75081	
Brown & Sikes, Inc.		325 N St Paul St Ste 1280			Dallas	TX	75201	
Brown Pruitt Peterson & Wambgsanss, P.C.		201 Main St			Fort Worth	TX	76102	
Brown Rudnick Berlack Israels LLP		One Financial Center			Boston	MA	02111	
Brown Rudnick LLP	Robert J. Stark	7 Times Square			New York	NY	10036	
Brown, Austin		Address on File						
Brown, Austin		Address on File						
Brown, Austin		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BROWN, BLAKE		Address on File						
BROWN, BRITTON		Address on File						
BROWN, LEE		Address on File						
Brown, Rachel		Address on File						
BROWNELL, JESSE R.		Address on File						
Brownstein Hyatt Farber								
Schreck LLP		100 City Parkway	suite 1600		Las Vegas	NV	89106	
Brownstein Hyatt Farber		100 North City Parkway, Suite						
Schreck, LLP	Samuel A. Schwartz, Esq.	1600			Las Vegas	NV	89106	
Bruce Beetz		Address on File						
BRUCE CHAPIN		Address on File						
BrucePac		811 N First St			Silverton	OR	97381	
Bruchou Fernandez Mandero & Lombardi		BFM y L S.R.L., Ing. Butty 275, PISO 12			Buenos Aires		C1001AFA	Argentina
BRUMLEY, ANGELA		Address on File						
Brumley, Angela K.		Address on File						
Bryan Cave LLP		PO Box 503089			Saint Louis	MO	63150-3089	
BRYAN CLARK		Address on File						
Brynteson Reporting, Inc.		2404 Belle Haven Meadows Ct						
BT Video Inc		PO Box 540365			Alexandria	VA	22306	
Buchalter Nemer		1000 Wilshire Blvd	Suite 1500		Dallas	TX	75354-0365	
BUCKLES BY JIM		PO BOX 1885			Los Angeles	CA	90017	
Budget Blinds		4012 Daniel Way			Mabank	TX	75147-1885	
Bulk Books		Address on File			Frisco	TX	75035	
Buntz, Jennifer		Address on File						
BURKE HANSEN LLC		1601 N 7TH ST, STE 200			Phoenix	AZ	85006	
Burkey, John		Address on File						
Burns Transcription Service		11311 N Central Expwy Ste 216			Dallas	TX	75243	
Burns, Nathan		Address on File						
Bury Street Capital Ltd		Devonshire House	1 Devonshire Street		London		W1W 5DR	United Kingdom
BUSH, ALBERT		Address on File						
Business Essentials		PO BOX 37			Grapevine	TX	76099	
Business Essentials		PO Box 292696			Lewisville	TX	75029-2696	
Business Executives National Security		1030 15th Street NW	Suite 200 East		Washington	DC	20005	
Business Flooring Specialists		7341 Dogwood park			Fort Worth	TX	76118	
Business Intelligence Advisors		One Washington Mall One8th Flr			Boston	MA	02108	
Business Real Estate		PO Box 15216			Scottsdale	AZ	85267	
Business Technologies, Inc.		16060 Ventura Blvd Ste 105-505			Encino	CA	91436	
Business Week		PO Box 8419			Red Oak	IA	51591-1419	
Business Wire		Department 34182	PO Box 39000		San Francisco	CA	94139	
Business Wire		PO Box 45348			San Francisco	CA	94145-0348	
Butler Burgher Group		4300 Alexander Dr.	Suite 200		Alpharette	GA	30022	
Byron Wilson		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
C.J. Martin		Address on File						
C2 Imaging		3180 Pullman Street			Costa Mesa	CA	92626	
C2 LEGAL OF DALLAS		2001 BRYAN ST	STE 3025		Dallas	TX	75201	
C5 Texas	Attn Rachel Jenkins	PO Box 191129			Dallas	TX	75219	
Cabot Lodge Securities LLC		200 Vesey St.			New York	NY	10281	
Cades Schutte LLP		1000 Bishop Street, 12th floor			Honolulu	HI	96813	
Cadwalader, Wickersham, & Taft LLP		General Post Office	PO Box 5929		New York	NY	10087-5929	
CALAPRS		575 Market Street	Suite 2125		San Francisco	CA	94105	
Caleb Dorfman		Address on File						
Caleb Moore		Address on File						
Caledonian Directors Limited		PO Box 1043	George Town		Grand Cayman		KY1-1002	Cayman Islands
Caledonian Directors Limited		PO Box 1043			George Town		KY1-1102	Cayman Islands
California Department of Insurance	Attn Name Reservation Unit	45 Fremont Street, 24th Floor			San Francisco	CA	94105	
California Dept. of Business Oversight		Securities Registration Division	1515 K Street, Suite 200		Sacramento	CA	95814	
California Public Employees Retirement System		One Embarcadero	Center, 32nd Floor		San Francisco	CA	94111	
CALLAN, BENTLEY	c/o Louis J. Cisz, III	Nixon Peabody LLP						
Cambridge International Partners, Inc.		Address on File						
Cambridge Investment Research, Inc.		780 Third Ave 25th Flr			New York	NY	10017	
Cambridge Investment Research, Inc.	c/o Premier Wealth Management	5004 Lenker Street, Suite 200			Mechanicsburg	PA	17050	
Cambridge Investment Research, Inc.	Przewlocki James, Inc.	2030 E Speedway	Suite 220		Tucson	AZ	85719	
Cambridge Investment Research, Inc.		1776 Pleasant Plain Rd			Fairfield	IA	52556	
Cambridge Investment Research, Inc.		fbo Jimmy J. Williams, Rep #GM6	1776 Pleasant Plain Rd		Fairfield	IA	52556	
Cameron Baynard		Address on File						
CAMP CUTHRELL		Address on File						
Campano & Associates		PO Box 370			Wilton	CT	06897-0370	
CAMPBELL, JIM		Address on File						
CAMPBELL, JIM		Address on File						
Canadian Imperial Bank of Commerce		425 Lexington Avenue			New York	NY	10017	
Candidates on Demand Group, Inc.		433 Fifth Ave, 6th Flr			New York	NY	10016	
Canon Solutions America, Inc		15004 Collections Center Dr			Chicago	IL	60693	
Canteen Vending Services		PO Box 417632			Boston	MA	02241-7632	
Cantor Fitzgerald & Co.	Attn McKenzie Campbell	110 East 59th Street			New York	NY	10022	
CAPE RANKEN		Address on File						
Cape Securities, Inc.		1600 Pennsylvania Ave.			McDonough	GA	30253	
CAPITAL FOR KIDS	ATTN Susan Nichol	2807 Allen St. #816			Dallas	TX	75204	

Appx. 00387

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Capital Hedge, LLC		145 Washington Street, Suite 16			Norwell	MA	02061	
Capital Investment Group, Inc.		PO Box 32249			Raleigh	NC	27622	
Capital Link Forum, Inc.		230 Park Ave, Ste 1536			New York	NY	10169	
Capital Royalty LP	ATTN Mary Logan	1000 Main St	Suite 2500		Houston	TX	77002	
Capitalize for Kids		01-208-Adelaide Street West			Toronto	ON	M5H 1W7	CANADA
Capitol Service Inc		PO Box 1831			Austin	TX	78767	
CAPITOL SERVICES, INC		PO BOX 1831			Austin	TX	78767	
Caplin Photography		50 W 90th Street	#C6		New York	NY	10024	
Caprock Court Reporting, Inc.		1112 Texas Avenue, Suite 200			Lubbock	TX	79401	
Capstone Advisory Group		Park 80 West	Plaza I-Plaza Level		Saddle Brook	NJ	07663	
Capstone LLC		1400 Eye Street, NW Suite 1115			Washington	DC	20005	
Captain Hopes Kids		10480 Shady Trail	Suite 104		Dallas	TX	75220	
CAREER BLAZERS		PO BOX 414050			Boston	MA	02241-4050	
CAREER BLAZERS		GLOBAL EMPLOYMENT SOLUTIONS, INC	PO BOX 842595		Boston	MA	02284-2595	
Career Group Inc		PO Box 203654			Dallas	TX	75320-3654	
CAREERBUILDER, LLC		200 N. LaSalle St	Suite 1100		Chicago	IL	60601	
CAREERBUILDER, LLC		13047 COLLECTION CTR DR			Chicago	IL	60693-0130	
Carey Holdings, Inc.	Attention General Counsel	4530 Wisconsin Avenue, N.W., 5th Floor			Washington	DC	20016	
Carey International, Inc.	Attn Diane Ennist	7445 New Technology Way			Frederick	MD	21703	
Carey International, Inc.	Attn Thomas McKee, Jr	Greenberg Traurig, LLP	1750 Tysons Blvd., #1000		McLean	VA	22102	
Carey International, Inc.	Billing Department	PO Box 842350			Boston	MA	02284-2350	
Carey International, Inc.	Gary Kessler	4530 Wisconsin Ave. NW	Suite 500		Washington	DC	20016	Cayman Islands
Carey Olsen	attn Sam Dawson	Willow House Cricket Square			Grand Cayman		KY1-1001	
Carey Olsen		Address on File						
Carey Olsen (Guernsey) LLP		PO Box 98, Carey House, Les Banques			St Peter Port	Guernsey	GY1 4BZ	Channel Islands
CARL MOORE		Address on File						
Carl Steigerwald III		Address on File						
CARL WELLMAN		Address on File						
Carla Martin		Address on File						
Carla Siegal Interiors		31 Sturges Hwy			Westport	CT	06880	
CARLSON, STEPHEN		Address on File						
Carmona, Benjamin		Address on File						
CARNEGIE CONSULTING		44 CARNABY ST						United Kingdom
Carol Bavousett Mattick PC		919 Congress Ave Suite 919			London		WTF 9PP	
CAROLYN SANCHEZ		Address on File			Austin	TX	78701	
CARON, JOHN H		Address on File						
Carpenter Lipps & Leland LLP		280 Plaza, Suite 1300	280 North High Street		Columbus	OH	43215	
Carrington Coleman		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CARROLL, JUSTIN		Address on File						
Carter Ledyard & Milburn LLP		Counsellors at Law 2 Wall St			New York	NY	10005	
CARTER, JEROME		Address on File						
CARTUS CORPORATION PTE LTD		4 SHENTON WAY	#09-01/04 SGX CENTRE 2		Singapore		068807	SINGAPORE
Carwin Advisors		2100 McKinney Ave. Suite 1510			Dallas	TX	75201	
Case Anywhere LLC		21860 Burbank Blvd.	Suite 125		Woodland Hills	CA	91367	
Caspoint, LLC		7900 Tysons One Place, 680			McLean	VA	22102	
Cashier - Texas Workforce Commission		PO Box 149037			Austin	TX	78714-9037	
CASPER COMPANY LLC		830 POST RD E			Westport	CT	06880	
CASTELLA, ANDRES		Address on File						
CASTELLA, ANDRES		Address on File						
Catalyst Financial Partners LLC		118 E 28th Street	Suite 314		New York	NY	10016	
Catapult Systems Inc.		1221 South MoPac Expressway	Ste 350		Austin	TX	78746	
Catherine M. Luvisa, trustee	Cooper Lee Luvisa Educational Trust	Address on File						
Catherine M. Luvisa, trustee		Address on File						
Catherine McCoy		Address on File						
Catherine P. Matthews		Address on File						
Cattle Barons Ball	Attn Underwriting Chairs	3838 Oak Lawn Avenue, Suite 700			Dallas	TX	75219	
Cattle Barons Ball		30 Highland Park Village Ste 216			Dallas	TX	75205	
CATTLE BUYERS WEEKLY		PO BOX 2533			Petaluma	CA	94953-2533	
Cawley, Gillespie & Associates, Inc.								
Cawley, Keith		306 West 7th Street, Ste 302			Fort Worth	TX	76102	
CB RICHARD ELLIS		Address on File	STE 250		Houston	TX	77056	
CB Richard Ellis, Inc		2700 Post Oak Blvd. Suite 250			Houston	TX	77056	
CB Richard Ellis, Inc		Valuation & Advisory Services	2415 East Camelback Rd		Phoenix	AZ	85016-4290	
Cbeyond		210 Interstate North Pkwy SE Ste 300			Atlanta	GA	30339-2233	
Cbeyond		PO Box 848432			Dallas	TX	75284-8432	
CBIZ Valuation Group, Inc.	ATTN ACCOUNTS RECEIVABLE	PO BOX 849846			Dallas	TX	75284-9846	
CBIZ Valuation Group, Inc.		3030 LBJ Freeway, Ste 1650			Dallas	TX	75234	
CBIZ Valuation Group, Inc.		4851 LBJ Freeway	Suite 800		Dallas	TX	75244	
CBIZ Valuation Group, LLC	Attn Accounts Receivable	4851 LBJ Freeway #800			Dallas	TX	75284	
Gboe LiveVol, Inc.		400 South LaSalle Street			Chicago	IL	60605	
CBRE, Inc.		Location Code 2981	P.O. Box 406588		Atlanta	GA	30384-6588	
CCH		21250 HAWTHORNE BLVD			Torrance	CA	90503-5502	
CCH Incorporated		PO Box 4307			Carol Stream	IL	60197-4307	
CCH Prosystem FX		PO Box 5729			Carol Stream	IL	60197-5729	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GCH Prosystem FX		P.O. Box 2701			Torrance	CA	90509-2701	
CCS Medical		1505 LBJ Freeway	Suite 600		Farmers Branch	TX	75234	
CCW Recovery Solutions		4 Mount Ephraim Road	Tunbridge Wells		Kent		TN1 1EE	United Kingdom
CDW	Attn Ronelle Erickson	200 N. Milwaukee Ave			Vernon Hills	IL	60061	
CDW Direct		PO Box 75723			Chicago	IL	60675-5723	
Cecilio Gomez		Address on File						
Cedar Glade LP	Attn Robert K. Minkoff, President	600 Madison Ave, 17th Floor			New York	NY	10022	
Centaurs Financial, Inc.		2300 E. Katella Ave	Suite 200		Anaheim	CA	92806	
Center for Financial Professionals Ltd					Stanstead Abbots	Herts	SG12 8HG	United Kingdom
Center Street Securities, Inc.	c/o CFP Events, Suite 68	The Maltings, Roydon Road			Nashville	TN	37217-2088	
Centerpoint Advisors		2 International Plz Ste 301			Fort Worth	TX	76102	
Centerpoint Builders		301 Commerce St Ste 1750			Dallas	TX	75240	
CENTRAL REPRODUCTION COMPANY		5339 Alpha Rd Ste 250						
Centroid		PO BOX 131971			Dallas	TX	75313	
Centroid		1050 Wilshire Dr.	Ste #170		Troy	MI	48084	
CenturyLink		900 Wilshire Dr.	Ste. #273		Troy	MI	48084	
CenturyLink Communications, LLC		100 CenturyLink Drive			Monroe	LA	71203-0000	
CERA		1801 California Street			Denver	CO	80202	
Certified Moving & Storage Company	Accounts Receivable	Department 55 Cambridge Pkwy			Cambridge	MA	02142	
Certified Process Servers, Inc.		286 Madison Avenue			New York	NY	10017	
Certified Staffing Solutions		PO Box 496508			Garland	TX	75049-6508	
Cetera Advisor Networks LLC	Attn STS	66 Orange Street, 3rd FL			Providence	RI	02903	
Cetera Advisor Networks LLC		200 N. Sepulveda Blvd, Ste 1300			El Segundo	CA	90245	
Cetera Advisor Networks LLC	c/o Legacy Advisor, C. Tabaka	2450 Rimrock Rd, Ste 203			Madison	WI	53713	
Cetera Financial Group	c/o Due Diligence Dept	200 N. Sepulveda Blvd, Ste 1200			El Segundo	CA	90245	
Cezar AV, Inc.		393 Upland Avenue			Yonkers	NY	10703	
CFA Society Los Angeles		520 S. Grand Ave	Ste 370		Los Angeles	CA	90071	
CFALA		520 S. Grand Ave.	Ste 655		Los Angeles	CA	90071	
CFA-SW	ATTN Scott Woodward	UHY, LLP	1717 Main Street		Dallas	TX	75201	
CFO & CONTROLLER ALERT		370 TECHNOLOGY DR	PO BOX 3019		Malvern	PA	19355	
Chad Clark		Address on File						
CHAD SCHRAHEK		Address on File						
Chakheeva, Svetlana		Address on File						
CHAMBERS, TRACIE		Address on File						
CHAN, WING FUNG WILLY		Address on File						
CHANCERY ST JAMES PLC		5 ST JAMESs SQUARE			London		SW1Y 4SJ	United Kingdom
Chang, Frederic		Address on File						
Chang, Lewis		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Chapline, Thomas		Address on File						
Charitable DAF Fund GP, LLC	Grant Scott	4140 Park Lake Avenue	Suite 600		Raleigh	NC	27612	
Charitable DAF Fund, L.P.	Grant Scott	4140 Park Lake Avenue	Suite 600		Raleigh	NC	27612	
Charles Byrne		Address on File						
Charles Geraci		Address on File						
CHARLES GREGOR		Address on File						
Charles Hoedebeck		Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Charles River Associates	Michael P. Hutchens, Esq.	PO Box 845960			Boston	MA	02284-5960	
Charles Schwab & Co., Inc.		211 Main Street	MS SF-211MN-08-434		San Francisco	CA	94105	
Charley Krause		Address on File						
Charlie Maynard		Address on File						
Charlotte Investor IV LP	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	
Charlotte Investor IV, L.P.	Alth Erica Weisgerber Debevoise and Plimpton LLP	919 Third Avenue			New York	NY	10022	
Charlotte Investor IV, L.P.	Charlotte Investor IV LP	c/o HarbourVest Partners, LLC	One Financial Center		Boston	MA	02111	
Charter Finan. Publishing Network, Inc.		PO Box 7550			Shrewsbury	NJ	07702-7550	
Chase Bank of Texas, N.A.		600 Travis Street	8th Floor	Global Trust Services	Houston	TX	77002	
CHASE COURIERS, INC		1220 Champion Circle	#114		Carrollton	TX	75006	
CHASE COURIERS, INC		1002 N. Central Expressway #495			Richardson	TX	75080	
CHASE COURIERS, INC		1002 N CENTRAL EXPWY, #229			Richardson	TX	75080	
Chase Miller		Address on File						
Chatham Worth		Address on File						
CHAVARRIAGA, MAURICIO		Address on File						
CHEMICAL DATA		Address on File	STE 830		Houston	TX	77092	
CHEMICAL MARKET ASSOCIATES, INC		2900 N LOOP WEST			Dallas	TX	75397-4416	
Chen, Bryan		PO BOX 974416						
Chen, Jonathan C.		Address on File						
Cherith Harrison		Address on File						
Chetan Aras		Address on File						
Chi Un Chun		Address on File						
Chick-fil-A		12120 Inwood Road			Dallas	TX	75244	
Chick-fil-A		1201 Elm Street	LL06		Dallas	TX	75270	
CHILDRENS SEEK CAMP		Cory Cheat	3624 Long Prairie Rd.		Flower Mound	TX	75022	
CHIRAG PANCHOLI		Address on File	Ste #101					
CHISM, CARTER		Address on File						
Chisum, Naomi		Address on File						
Choi, Jae Young		Address on File						
CHOI, YUN S.		Address on File						
CHOICE INVESTMENTS, INC		4800 BEE CAVE ROAD			Austin	TX	78746	
Chris Carrillo		Address on File						

Appx. 00391

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CHRIS COLVIN		Address on File						
CHRIS CRAWSHAW		Address on File						
Chris Hakemack		Address on File						
Chris Hylan		Address on File						
Chris Jackson		Address on File						
Chris Lombardi		Address on File						
Chris Malone		Address on File						
Chris Miller		Address on File						
Chris Saehler		Address on File						
Chris Sullivan		Address on File						
Christian & Small LLP		505 N 20th Street, Suite 1800			Birmingham	AL	35203-2696	
Christian Carrillo		Address on File						
Christian MacCaron		Address on File						
Christina Dandar		Address on File						
Christina Seaman		Address on File						
Christine Hedrick		Address on File						
Christine Ragnauth		Address on File						
Christopher Courbier		Address on File						
CHRISTOPHER EGER		Address on File						
CHRISTOPHER NILSEN		Address on File						
CHRISTOPHER PITTMAN		Address on File						
Christopher Rice	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Christopher Rossi		Address on File						
Chronicle of Higher Education		PO Box 1955			Marion	OH	43306-8055	
Chronicle of Philanthropy	Attn Subscription Department	PO Box 1989			Marion	OH	43306-8089	
Chubb		2001 Bryan St.	Ste. 3600		Dallas	TX	75201-0000	
Chubb National Insurance Company	c/o Chubb	202A Halls Mill Road - 2E			Whitehouse Station	NJ	08889	
Chuck Hoar		Address on File						
Chuck McQueary		Address on File						
Church, Daniel		Address on File						
CIGNA HEALTHCARE		CGLIC-Chicago	5476 Collections Center Dr		Chicago	IL	60693-0547	
CIRCLE B		3536 MILLER PARK			Garland	TX	75042-7519	
Cisco		170 West Tasman Dr	PO Box 60000		San Jose	CA	95134-0000	
CISCO Capital		File No. 73226			San Francisco	CA	94160-3230	
Cisco Webex Events		170 West Tasman Dr			San Jose	CA	95134-0000	
Cisco WebEx, LLC		16720 Collections Center Dr			San Jose	CA	95134-0000	
Cision US Inc.		PO Box 842869			Chicago	IL	60693	
Cision US Inc.		1 Prudential Plaza, 7th floor	130 E Randolph Street		Boston	MA	02284-2869	
CIT TECHNOLOGY	ATTN CUSTOMER SERVICE	PO BOX 550599			Chicago	IL	60601-0000	
Citibank, N.A.	Doug Warren	390 Greenwich Street	4th Floor		Jacksonville	FL	32255-0599	
CITICORP VENDOR FINANCE		PO BOX 7247-0118			New York	NY	10013	
					Philadelphia	PA	19170-0118	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Citigroup Financial Products Inc. Citigroup Global Markets Inc.	Citigroup Global Markets Inc.	390 Greenwich Street, 4th Floor	Managing Director	Global Structured Credit Products	New York	NY	10013	
Citizens of Georgia Power Citrix Online, LLC	Altn Stephen Kin, Bin #63031	7825 River Road 7414 Hollister Avenue			Waynesboro Goleta	GA CA	30830 93117	
City of Allen	Elizabeth Weller	c/o Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	76015	
City of Dallas		1500 Marilla Street	2D South		Dallas	TX	75201	
City of Dallas		City Hall 1AN			Dallas	TX	75277	
City of Dallas		City Hall, 2D South			Dallas	TX	75277	
City of Dallas		Security Alarms	P.O. Box 139076		Dallas	TX	75313-9076	
City of Dallas		c/o Perdue Brandon Fielder et al	1919 S. Shiloh Road, Suite 310, LB 40		Garland	TX	75042	
City of Garland	Linda D. Reece							
City of Richardson	Elizabeth Weller	c/o Laurie A. Spindler	Linebarger Goggan Blair and Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207	
City of Surprise		16000 N. Civic Center Plaza	Stormwater Division		Surprise	AZ	85374-7470	
Civic Research Institute		4478 US Route 27 PO Box 585			Kingston	NJ	08528	
CJ Peng		Address on File						
CL McDade & Company		PO Box 702565			Dallas	TX	75370	
Claraphi Advisory Network		25301 Cabot Rd	Suite 203		Laguna Hills	CA	92653	
CLARITY IN NUMBERS, LLC		10 UPENA LN APT 304			KIHEI	HI	96753-5112	
Clark Hill Strasburger		Address on File						
Clark, James		Address on File						
Clark, Stetson		Address on File						
Classic Legal Document Services, Inc.		Address on File						
Claudia C Pleitez		1717 Main Street, Suite 2280			Dallas	TX	75201	
Clay Callan		Address on File						
Clayton Coleman		Address on File						
Clearwater Analytics LLC		777 W Main St	Ste 900		Boise	ID	83702-0000	
Clearwell Systems, INC.		441 Lounge Ave			Mountain View	CA	94043	
Cleary Gottlieb Steen & Hamilton LLP		One Liberty Plaza			New York	NY	10006-1470	
Clerk of the Municipal Courts		2014 Main Street			Dallas	TX	75201	
CLERK, SUPREME COURT		PO BOX 149335			Austin	TX	78714-9335	
ClickDimensions, LLC		5901 Peachtree Dunwoody Rd., Ste B500			Atlanta	GA	30328	
Client One Securities, LLC		11460 Tomahawk Creek Parkway	Suite 100		Leawood	KS	66211	
Clientwise LLC		487 East Main Street	Suite 303		Mount Kisco	NY	10549	
Clifford Chance		Address on File						
Clifford Chance		PO Box 7247-6805			Philadelphia	PA	19170-6805	
Clint Swisher		Address on File						
CLO Holdco, Ltd.	c/o Grant Scott, Esq	Myers Bigel Sibley & Sajovec, P.A.	4140 Park Lake Ave, Ste 600		Raleigh	NC	27612	
CLO Holdco, Ltd.	Grant Scott, Director	Myers Bigel P.A.	4140 Park Lake Ave, Ste 600		Raleigh	NC	27612	

Appx. 00393

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CLO Holdco, Ltd.	Grant Scott, Director	Myers Bigel P.A.	4140 Park Lake Ave, Ste 600		Raleigh	NC	27612	
CLO Holdco, Ltd.	Grant Scott, Esq.	Myers Bigel Sibley & Sajovec, P.A.	4140 Park Lake Ave, Ste 600		Raleigh	NC	27612	
CLO Holdco, Ltd.	John J Kane	Kane Russell Coleman Logan PC	901 Main Street, Suite 5200		Dallas	TX	75202	
CLO Holdco, Ltd.		190 Elgin Avenue	George Town	Grand Cayman	George Town	KY	19005	Cayman Islands
CM Murray LLP		37th Floor	One Canada Square, Canary Wharf		London		E14 5AA	United Kingdom
CMGRP, Inc.		1717 Main St, Ste 1600			Dallas	TX	75201	
CMGRP, Inc.		PO Box 74008263			Chicago	IL	60674-8263	
CMS BondEdge		PO Box 98616			Chicago	IL	60693	
CNBC LLC	c/o Legal Dept, Attn Janet Williams	900 Sylvan Avenue			Englewood Cliffs	NJ	07632	
Coastal Equities Inc.		1201 N. Orange Street	9th Floor		Wilmington	DE	19801	
Coates Analytics		PO Box 371685			Pittsburgh	PA	15251-7685	
COBURN, JASON		Address on File						
COBURN, JASON M		Address on File						
Coch, Trevor		Address on File						
Cockle Printing Co		2311 Douglas St						
COCVAC		BOX 399			Omaha	NE	68102	
Cohen & Company, Ltd		PO BOX 94787			Clark Mills	NY	13321	
Cohen, Jeffrey		Address on File			Cleveland	OH	44101-4787	
Coheso, Inc.		7083 Commerce Cir Ste 1			Pleasanton	CA	94588-8017	
Colbert, Kenneth T.		Address on File						
ColdFusion Ice		4901 Saint Lawrence Road			Fort Worth	TX	76103	
Cole Scholtz	Court Plaza North	25 Main Street	P.O. Box 800		Hackensack	NJ	07602-0800	
Cole Scholtz	Michael D. Warner, Esq.	Cole Scholtz Meisel Forman & Leonard	301 Commerce Street, Suite 1700		Fort Worth	TX	76102	
Coleman Research Group, Inc.	Attn Legal	1 Glenwood Ave			Raleigh	NC	27603	
Coleman Research Group, Inc.		100 Park Avenue Suite 1600			New York	NY	10017	
Coleman Research Group, Inc.		120 West 45th St	25th Floor		New York	NY	10036	
Coleman, Clayton		Address on File						
Collas Crill	attn Stephen Leontsinis	Floor 2, Willow House	Crickit Square PO Box 709		Grand Cayman		KY1-1107	Cayman Islands
Collas Crill		Floor 2, Willow House, Cricket Square, PO Box 709			Grand Cayman		KY1-1107	Cayman Islands
COLLAS CRILL LLP, ADVOCATES CLIENT ACCOUNT		Glatigny Court, PO Box 140, Glatigny Esplanade			St Peter Port	Guernsey	GY1 4EW	Channel Islands
Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	1700 Redbud Blvd., Suite 300			McKinney	TX	75069	
Collin County Tax Assessor/Collector		P.O. Box 8046			McKinney	TX	75070	
Collin County Tax Assessor/Collector		P.O. Box 8046			McKinney	TX	75070	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Collins Building Services, Inc		Court Square Place, 24-01			Long Island City	NY	11101	
Collins Legal Video Service		44th Rd	15th Fl		Dallas	TX	75201	
Collins Realtime Reporting		1700 Pacific Ave	Suite 2410		Dallas	TX	75201	
COLLINS, BRIAN		1700 Pacific Ave	Suite 2410					
Colm McDermott		Address on File						
		Address on File						
Colonial Surety Company		123 Tice Boulevard, Suite 250			Woodcliff Lake	NJ	07677	
Colorado Department of Revenue		Colorado Department of Revenue			Denver	CO	80261	
Colorado State Treasurer		Colorado DEPT of Regulatory Agencies	1560 Broadway, Suite 900		Denver	CO	80202-5150	
ColorMark, L.C.		1840 Hutton Dr	Bldg 208		Carrollton	TX	75006	
COLVIN, CHRISTOPHER		Address on File						
COLVIN, MICHAEL		Address on File						
Commissioner of Revenue Services		DEPARTMENT OF REVENUE SERVICES	PO BOX 2936		Hartford	CT	06104-2936	
Commissioner of Securities, State of LA		Office of Financial Institutions	8660 United Plaza Boulevard, 2nd Floor		Baton Rouge	LA	70809	
COMMISSIONER OF TAXATION AND FINANCE		NYS ASSESSMENT RECEIVABLES	PO BOX 4127		Binghamton	NY	13902-4127	
Commodity Futures Trading Commission		Three Lafayette Centre	1155 21st Street, NW		Washington	DC	20581	
COMMONWEALTH OF MASSACHUSETTS		Securities Division	1 Ashburton Place, Room 1701		Boston	MA	02108	
COMMONWEALTH OF MASSACHUSETTS		MASSACHUSETTS DEPT OF REVENUE	PO BOX 7065		Boston	MA	02204-7065	
Communities Foundation of Texas, Inc.	Athn Marcia Godwin 5500	Caruth Haven Lane			Dallas	TX	75225-8146	
Communities in Schools of North Texas		PO Box 295543			Lewisville	TX	75029-5543	
Community Beer Company		1530 Inspiration Drive	Suite 200		Dallas	TX	75207	
Community Partners of Dallas		1215 Skiles Street			Dallas	TX	75204	
Commvault Backup		1 Commvault Way			Tinton Falls	NJ	07724-0000	
COMPASS BANK OPERATING		PO BOX 630020			Dallas	TX	75263-9720	
Compass Lexecon		PO Box 630391			Baltimore	MD	21263-0391	
Compass Lexecon		1244 Dryden Pl			Evanston	IL	60201-3399	
Compass Lexecon LLC		PO Box 418005			Boston	MA	02241-8005	
COMPETITIVE LOGISTICS LLC		53 PERIMETER CENTER E	STE 201		Atlanta	GA	30346	
Complete Coherence Ltd		Newton House, Suite B	Newton Lane		Romsey, Hants			United Kingdom
Complete Fitness Outfitters		PO Box 1237			Atoka	OK	SO51 8LE 74252	
Complete Legal, Ltd		1201 Elm St.	Suite 2560		Dallas	TX	75270	
Compliance Science, Inc.		875 Avenue of the Americas	12th Floor		New York	NY	10001	
Compliance Search Group		1001 Avenue of the Americas	Suite 2401		New York	NY	10018	
Compliance Search Group		450 Seventh Ave	Suite 1409		New York	NY	10123	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Comptroller of Maryland		Revenue Administration Division	110 Carroll Street		Annapolis	MD	21411-0001	
Comptroller of Public Accounts		PO Box 149348			Austin	TX	78714	
Compuforms Data Products, Inc.		PO Box 101536			Fort Worth	TX	76185-1536	
CompuLink Technologies, Inc.		214 West 29 Street	Suite 201		New York	NY	10001	
Computershare		250 Royall St #1011			Canton	MA	02021	
Computershare		14257 Collection Ctr Dr			Chicago	IL	60693	
Computershare		16750 Collection Ctr Dr			Chicago	IL	60693	
Computershare Trust Company, N.A.		PO BOX 43078			Providence	RI	02940-3078	
Comsys Services, LLC		PO Box 60260			Charlotte	NC	28260	
Concord Marketing Solutions		2000 Bloomingdale Road			Glendale Heights	IL	60139	
Concorde Holdings, Inc.		1120 East Long Lake Rd	Suite 207		Troy	MI	48085	
Concorde Investment Services		1120 East Long Lake Road	Ste 207		Troy	MI	48085	
Concur Technologies, Inc.		62157 Collections Center Drive			Chicago	IL	60693	
Concur Technologies, Inc.		18400 NE Union Hill Road			Redmond	WA	98052	
Conference Plus, Inc		8153 Solutions Center			Chicago	IL	60677-8001	
Conference Room AV		13601 W McMillan Rd	Suite 102-277		Boise	ID	83713	
Conga		P.O. Box 7839			Broomfield	CO	80021	
ConnectAndSell, Inc		856 Rand St.			San Mateo	CA	94401	
Connected Software		PO Box 29			West Newbury	MA	01985	
Connecticut Department of Banking		Securities & Business Invest Division	260 Constitution Plaza		Hartford	CT	06103	
CONNER, PATRICK		Address on File						
Connex Systems, Inc.		2033 Chenault Drive, Suite 150			Carrollton	TX	75006	
CONNIE MILTENBERGER		127 KENDALL BLUFF COURT			Chesterfield	MO	63017	
Connolly Bove Lodge & Hutz LLP		1007 North Orange St			Wilmington	DE	19899	
Connolly Gallagher LLP		1201 North Market Street	20th Floor		Wilmington	DE	19801	
Connolly, James		Address on File						
Connor White		Address on File						
Conseco Life Insurance Company		PO Box 71214			Charlotte	NC	28272-1214	
CONSOLIDATED GENERAL LIFE INSURANCE CO		4245 N CENTRAL EXPWY	STE 500		Dallas	TX	75205	
Context Summits LLC		401 City Avenue	Suite 815		Bala Cynwyd	PA	19004	
Continental Court Reporters, Inc.		2777 Allen Parkway, Suite 600			Houston	TX	77019-2166	
Continental Office Group, LLC		PO Box 132			Wylie	TX	75098	
Contrarian Funds, LLC	Attn 392426	500 Ross St 154-0455			Pittsburgh	PA	15262	
Contrarian Funds, LLC	Attn 392426	500 Ross St 154-0455			Pittsburgh	PA	15262	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Contrarian Funds, LLC	Attn Alpa Jimenez	411 West Putnam Ave., Suite 425			Greenwich	CT	06830	
ConvergeOne, Inc.	Selina Held	10900 Nesbitt Avenue South NW 5806	PO Box 1450		Bloomington	MN	55437	
ConvergeOne, Inc.		Address on File			Minneapolis	MN	55485-5806	
Conway, Jacob								
CONYERS DILL & PEARMAN		CLARENDON HOUSE 2	CHURCH STREET		Hamilton		0HM11	BERMUDA
Cooke Young Keidan	Philip Young	21 Lombard St			London		EC3V 9AH	United Kingdom
Cooke, Brad		Address on File						
COOLTECH AIR								
CONDITIONING LTD								
COOPER LEVENSON APRIL NIEDELMAN		530 LONDON ROAD	Stanwell		Ashford		TW15 3AE	United Kingdom
Copy Sense		1125 ATLANTIC AVE			Atlantic City	NJ	08401	
Copy Solutions		121 E. 8th	Ste 100B		Austin	TX	78701	
		2001 Bryan St	Suite 1935		Dallas	TX	75201	
		400 Tri-State Bldg 432 Walnut St						
CopyPLEX		222 Rosewood Dr			Cincinnati	OH	45202	
Copyright Clearance Center		PO Box 843006			Danvers	MA	01923	
Copyright Clearance Center		28 Innisbrook Ave			Boston	MA	02284-3006	
CORAL EQUITY PARTNERS		Address on File			Las Vegas	NV	89113	
CORCORAN, KIMBERLY								
CORE Staffing Services, Inc.		463 Fashion Ave Rm 1800			New York	NY	10018-7760	
Corinne Durand		Address on File						
CORNELIUS, WILLIAM		Address on File						
		CB Catering 91 PO Box 844288			Dallas	TX	75284-4288	
Comer Bakery								
Comerstone Healthcare Group Holding Inc	David Smith	3030 Ross Avenue	Suite 5400		Dallas	TX	75201	
Comerstone Healthcare Group Holding, In		2200 Ross Ave	Ste. 5400		Dallas	TX	75201-0000	
Comerstone Healthcare Group Holding, Inc.	Attn Michael Brohm	13455 Noel Road, Suite 1320			Dallas	TX	75240	
		1330 Avenue of the Americas Fl 5			New York	NY	10019-5493	
Comerstone Macro LLC								
Comerstone Restructuring LLC		1125 Maxwell Ln	Suite 1010		Hoboken	NJ	07030	
CornerStone Staffing		PO Box 909			Grapevine	TX	76099	
CORPORATE COFFEE SYSTEMS		745 SUMMA AVE			Westbury	NY	11590	
CORPORATE EXPRESS INC		PO BOX 71217			Chicago	IL	71217	
Corporate Expressions		11 Blackberry Ln.			Norwalk	CT	06850	
Corporate Golf		604 West Morgan St Ste 202			Durham	NC	27701	
Corporate Green		PO Box 820725			Dallas	TX	75382	
Corporate Interiors Inc.		PO Box 709			Frisco	TX	75034-0709	
Corporate Montage		9950 Westpark Dr Ste 602			Houston	TX	77063-5196	
Corporate Search Partners		6116 N Central Expwy Ste 406			Dallas	TX	75206	
Corporate Source Ltd		2651 N Harwood Ste 260			Dallas	TX	75201	

Appx. 00397

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Corporate Source Ltd		1505 Oak Lawn Ave	Suite 300		Dallas	TX	75207	
Corporate Source Ltd		Lockbox 671236			Dallas	TX	75267-1236	
Corporate Strategies by SkillPath		6900 Squibb Rd			Mission	KS	66202	
Corporate Strategies by SkillPath		PO Box 803839			Kansas City	MO	64180-3839	
Corporate Transportation Group		335 Bond St			Brooklyn	NY	11231	
Corporation Service Company		PO BOX 13397			Philadelphia	PA	19101-3397	
Cory McCallum		Address on File			Edgewater	NJ	07020	
COSMOPOLITAN GLASS		307 DAIBES CT			Baltimore	MD	21279-1123	
CoStar Realty Information, Inc.		PO Box 791123						
Cotton, Austin		Address on File						
Coughlin, William A.		Address on File						
Counsel Press LLC		PO Box 1053			New York	NY	10018-9998	
CounselWorks LLC		477 Madison Avenue	Suite 740		New York	NY	10022	
COURIERS INC		225 MILLWELL DR			Maryland Heights	MO	63043	
Cournoyer, Timothy		Address on File						
Courthouse Digital Video		8848 Twin Pines Ln			Frisco	TX	75036-1427	
Courlandt Securities								
Corporation		PO Box 11929			Newport Beach	CA	92658	
Courtroom Intelligence, Inc.		620 N Grant	Suite 512		Odessa	TX	79761	
Courtroom Intelligence, Inc.		1219 West University Blvd			Odessa	TX	79764	
Covenant Review LLC		708 Third Ave	6th Floor		New York	NY	10017	
Covenant Review LLC		230 Park Ave, Suite 812			New York	NY	10169	
COVERT INVESTIGATIVE SERVICES		PO BOX 67			Lewisville	TX	75057	
COVITZ, HUNTER		Address on File						
Cowen and Company, LLC		Finance Group - 21st Floor	599 Lexington Avenue		New York	NY	10022	
Cowie, Jason		Address on File						
COX, BRIAN		Address on File						
COZEN O CONNER ATTORNEYS		W1385	PO BOX 7777		Philadelphia	PA	19175-0775	
CP EATON PARTNERS, LLC		131 ROWAYTON AVE			Rowayton	CT	06853	
CPCM, LLC	Baker & McKenzie LLP	Debra A. Dandeneau	452 Fifth Avenue		New York	NY	10018	
CPCM, LLC	Baker & McKenzie LLP	Michelle Hartmann	1900 North Pearl	Suite 1500	Dallas	TX	75201	
CPCM, LLC	Ross & Smith, PC	Judith W. Ross, Frances A. Smith, Eric Soderlund	700 North Pearl Street, Suite 1610		Dallas	TX	75201	
CPCM, LLC		6505 W. Park Blvd. Ste. 306	PMB# 352		Plano	TX	75093	
Craig and Macauley Professional Corp.		600 Atlantic Ave			Boston	MA	02210	
Crain Communications Inc.		16309 Collection Center Dr.			Chicago	IL	60693	
Crain Communications Inc.		1155 Gratiot Ave			Detroit	MI	48207-2732	
Cranellis		10047 Park Meadows Dr			Lone Tree	CO	80124	
Crawford Wishnew & Lang	Michael J Lang	1700 Pacific Avenue Suite 2390			Dallas	TX	75201	

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GRE ADVISORS, LLC		PO BOX 2302			Addison	TX	75001	
Creative Meetings & Incentives		2405 Mill Plain Rd			Fairfield	CT	06824	
CREATIVE PRINTING		311 N STEMMONS	STE 400		Dallas	TX	75207	
CREDIT SUISSE	ATTN JUDY HARNETT	11 MADISON AVE, 11TH FLR			New York	NY	10010	
CREDIT SUISSE		700 College Road East			Princeton	NJ	08540	
CREDIT SUISSE		11 MADISON AVE, 26TH FLR	AARON OVEDIA		New York	NY	10010	
Creditflux		63 Clerkenwell Rd			London		EC 1M-5NP	United Kingdom
Crescent Asset Management		1440 Broadway	17th flr		New York	NY	10018	
Crescent Partners, LLC		1440 Broadway	17th floor		New York	NY	10018	
Crescent Research		PO Box 64-3622			Vero Beach	FL	32964	
Crescent TC Investors LP		200 Crescent Ct	Suite 250		Dallas	TX	75201	
Crescent TC Investors, L.P.	c/o Michael S. Held	2323 Ross Avenue, Suite 600			Dallas	TX	75201	
Crescent TC Investors, L.P.	Dale Todd, President	277 Park Ave., 36th Floor			New York	NY	10017	
Crescent TC Investors, L.P.	Hien Le	5847 San Felipe St., Suite 150			Houston	TX	77057	
Crescent TC Investors, L.P.	Hien Le	5847 San Felipe St., Suite 150			Houston	TX	77057	
Crescent TC Investors, L.P.	Jackson Walker LLP	Michael S. Held	2323 Ross Ave., Suite 600		Dallas	TX	75201	
Crescent TC Investors, L.P.	Michael S. Held	2323 Ross Ave., Suite 300			Dallas	TX	75201	
Crescent TC Investors, L.P.		Post Office Box 841772			Dallas	TX	75284	
Crescent TC Investors, L.P.		Post Office Box 841772			Dallas	TX	75284	
CREST, DAVID		Address on File						
Cris Rodriguez		Address on File						
Crisostomo, Norm		Address on File						
Critical Electric Systems Group, LLC								
CROSS 3 LLC		704 Central Pkwy East	#1200A		Plano	TX	75074	
		7324 ELDRED AVE, NE			Rockford	MI	49341	
		8150 N. Central Expressway,						
Crosson Dannis, Inc.		Suite 950			Dallas	TX	75206	
Crossroads Audio, Inc.		2623 Myrtle Springs Avenue			Dallas	TX	75220	
		2525 McKinnon Street, Suite 425			Dallas	TX	75201	
Crowe & Dunlevy, P.C.	Vickie L. Driver	Address on File						
Crowe Dunlevy		1001 Pennsylvania Ave NW			Washington	DC	20004-2595	
Crowell & Moring		Address on File						
CROWELL, LEONARD								
Crown Capital Securities, L.P.		725 Town & Country Rd	Suite 530		Orange	CA	92868	
CRT CAPITAL GROUP, LLC		262 HARBOR DR			Stamford	CT	06902	
CSC		PO Box 13397			Philadelphia	PA	19101-3397	
CSI e-Discovery Services, LLC		4950 N. OConnor Rd.	Suite 152		Irving	TX	75062	
CSI Global Deposition Services	Accounting Dept-972-719-5000	4950 N. OConnor Rd., 1 st Fl			Irving	TX	75062-2778	

Appx. 00399

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CSI Litigation Psychology, LLC		4950 North OConnor Rd.	Corporate Plaza 1, First Floor		Irving	TX	75062	
CSS Medical Inc.	Steve Saft	14255 49th Street North	Suite 301		Clearwater	FL	33762	
CT Corp		PO Box 4349			Carol Stream	IL	60197-4349	
CT Corporation		1999 Bryan Street	Ste 900		Dallas	TX	75201-0000	
CT Corporation System	ATTN Michael E Jones	350 N. St. Paul Street, Ste. 2900			Dallas	TX	75201	
CT Corporation System	C/O STEPHANIE WATTS-DARTY	DALLAS CORPORATE TEAM 2	350 North St. Paul St.		Dallas	TX	75201	
CT Corporation System		PO Box 4349			Carol Stream	IL	60197-4349	
CT Lien Solutions		PO Box 301133			Dallas	TX	75303	
CT Lien Solutions		Lockbox 200824			Houston	TX	77216	
CTRL+V Inc.		251 Union St.			Lawrence	NY	11559	
Culhane Meadows PLLC		PO Box 49716			Atlanta	GA	30359	
Culinaire International	Attn Catering Dept	2943 SMU Blvd			Dallas	TX	75205	
CULLEN ESTATE TRUST		601 JEFFERSON ST STE 4000			Houston	TX	77002-7913	
CUNNINGHAM, BRITNEY		Address on File						
CurAlea Associates LLC		12 Roszel Road	Suite B102		Princeton	NJ	08540	
Cushman & Wakefield of Arizona, Inc.		2555 East Camelback Road, Ste 400			Phoenix	AZ	85016	
CUSIP		55 Water Street	43rd Floor		New York	NY	10041	
CUSIP Global Services		33356 Collection Center Dr			Chicago	IL	60693-0333	
CUSIP Service Bureau		2542 Collection Center Drive			Chicago	IL	60693	
CUSIP Service Bureau		Standard and Poors	2542 Collection Center Drive		Chicago	IL	60693	
CUSIP Service Bureau		PO Box 19140A			Newark	NJ	07195-0140	
CUSTOM BOOK BINDERY, INC.		9 SHERIDAN AVE			Clifton	NJ	07011	
Custom Headsets of Dallas		5949 W Hwy/ 175			Kaufman	TX	75142	
CVE Technologies Group Inc.		1414 S. Gustin Rd.			Salt Lake City	UT	84104	
CVE technology		3000 E Plano Pkwy			Plano	TX	75074-0000	
CW PARTNERS LLC		2811 MCKINNEY AVE	STE 214		Dallas	TX	75204	
Cylance		400 Spectrum Center Dr.	Suite 900		Irvine	CA	92618-0000	
CYNTHIA VALLES		Address on File						
CYRUS SPURLINO		7214 N MOBLEY RD			Odessa	FL	33556-2303	
REVOCABLE TRUST								
Cystic Fibrosis Foundation	NE Texas/Fort Worth Chapter	1600 Airport Fwy Ste 501			Bedford	TX	76022-6882	
Cystic Fibrosis Foundation		7506 E Independence Blvd #120			Charlotte	NC	28227	
Cystic Fibrosis Foundation		3102 Maple Ave, Ste 120			Dallas	TX	75201	
CZG Dynamics Associates		Northeast Texas Chapter 14 Penn Plaza, Suite 1712			New York	NY	10122	
D Magazine		750 North St. Paul Street	Suite 2100		Dallas	TX	75201	
D Magazine		4311 Oak Lawn Ave Ste 100			Dallas	TX	75219-9701	
D&S Enterprises		10703 Sweetwater Drive			Frisco	TX	75035	
D. Alan Bowlby		PO Box 1067			Addison	TX	75001	

Appx. 00400

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
D. Allan Bowlby & Associates, Inc		PO BOX 1067			Addison	TX	75001	
D.F. King & Co, Inc.		48 Wall Street			New York	NY	10005	
D.H. Hill Securities, LLLP		1543 Green Oak Place	Ste 100		Kingwood	TX	77339	
DAETSCH, MOLLY		Address on File						
DALE BEHM		Address on File						
Dale Frey		Address on File						
Dallas A&M Club	Attn Mike Henderson	4303 Glenwick			Dallas	TX	75205	
Dallas AfterSchool Network		3900 Willow St Ste 110			Dallas	TX	75226-1247	
Dallas Area Habitat for Humanity		House Party	PO Box 700924		Dallas	TX	75370	
Dallas Art & Design		3617 Fairmount St Ste 101			Dallas	TX	75219	
Dallas Bar Association		2101 Ross Ave			Dallas	TX	75201	
Dallas Basketball Ltd.		1333 N Stemmons Fwy	Ste 105		Dallas	TX	75207-3722	
Dallas Business Journal		PO Box 840190			Dallas	TX	75284-0190	
Dallas CASA		2757 Swiss Avenue			Dallas	TX	75204	
Dallas Challenge		7777 Forest Lane	Suite C-410		Dallas	TX	75203	
DALLAS CHAPTER TEI	ATTN Sharon Langlotz	Cash America International, Inc	1600 West 7th St		Ft. Worth	TX	76102-6803	
DALLAS CHAPTER TEI		901 MAIN ST	69TH FLR, BANK AMERICA PLAZA		Dallas	TX	75202	
DALLAS CHAPTER TEI		PO BOX 961101	BNSF RAILWAY COMPANY, SCOTT RYNEARSON		Fort Worth	TX	76161-1101	
Dallas Childrens Advocacy Center	Attn Stepheni Jordan	5351 Samuel Blvd			Dallas	TX	75228	
Dallas Childrens Theater	Attn Michael Gonzales	5938 Skillman			Dallas	TX	75231	
Dallas Committee on Foreign Relations		4925 Greenville Avenue	Suite 1025		Dallas	TX	75206-4092	
Dallas Contemporary, MTV	Attn Hannah Fagadau	161 Glass Street			Dallas	TX	75207	
Dallas County	Attn Elizabeth Weller	2777 N. Stemmons Freeway	Suite 1000		Dallas	TX	75207	
Dallas County	Elizabeth Weller	c/o Laurie A. Spindler	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000	Dallas	TX	75207	
Dallas County Republican Party		10100 N Central Exprwy	Ste 175		Dallas	TX	75231	
Dallas County Tax Assessor	John R. Ames, CTA	1201 Elm Street	Suite 2600		Dallas	TX	75270	
Dallas County Tax Assessor	John R. Ames, CTA	PO Box 139066			Dallas	TX	75313-9066	
Dallas County Tax Office		PO Box 139033			Dallas	TX	75313-9033	
Dallas Courier Service, Inc.		PO Box 833583			Richardson	TX	75083	
DALLAS DUCKS UNLIMITED		400 TURTLE CREEK CENTER BLVD	3811 TURTLE CREEK		Dallas	TX	75219	
Dallas Employment Services		6125 Luther Ln # 299		SCOTT WEBER	Dallas	TX	75225-6202	
Dallas Gigs LLC	Attn Eddie Parker	PO Box 225423			Dallas	TX	75222	
Dallas Glass & Door Company, Ltd		PO Box 440			Fate	TX	75132	
Dallas Hispanic Firefighters Association		703 McKinney Ave	Suite 201		Dallas	TX	75202	
DALLAS HR		4100 SPRING VALLEY RD	STE 300		Dallas	TX	75244	
Dallas Jewish Community Foundation		One Hillcrest Green	12700 Hillcrest Rd, Suite 201		Dallas	TX	75230	

Appx. 00401

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dallas Junior Chamber of Commerce Found.		PO Box 130721			Dallas	TX	75313	
Dallas Kid to Do	Attn Megan Harrison	650 South R.L. Thornton Freeway			Dallas	TX	75203-3013	
Dallas Landscape Lighting		2026 Midlake Rd			Dallas	TX	75205	
Dallas Museum of Art		1717 North Harwood			Dallas	TX	75201	
DALLAS PETROLEUM CLUB		2200 ROSS AVE	LB 171		Dallas	TX	75201-2799	
DALLAS POLICE AND FIRE		THE VICTOR LAZADA MEMORIAL FUND	7474 FERGUSON RD		Dallas	TX	75228	
Dallas Police Department	Alarm Permit Compliance Unit	PO Box 840186			Dallas	TX	75284-0186	
Dallas Producers Club	c/o J. Patrick Collins	PMB 414	3824 Cedar Springs Rd		Dallas	TX	75219-4136	
Dallas Regional Chamber	Attn Finance	500 North Akard St, Suite 2600			Dallas	TX	75201	
Dallas Security Systems, Inc.		PO Box 550939			Dallas	TX	75355-0939	
Dallas Stars		2601 Avenue of the Stars			Frisco	TX	75034-9089	
Dallas Summer Musicals, Inc.		909 1st Ave			Dallas	TX	75210-1042	
Dallas T-Shirt Company		2626 Manana Dr	Suite A		Dallas	TX	75220	
Dallas Urban Debate Alliance		PO Box 670564			Dallas	TX	75367	
Dallas Wildcat Committee	Attn Barbara Johnston	2200 Ross Ave, Suite 4150E			Dallas	TX	75201	
Dallas Womens Foundation		8150 North Central Expwy Suite #110			Dallas	TX	75206	
Dallas Youth Council		PO Box 793604			Dallas	TX	75379	
Dallas Zoological Society		650 South RL Thornton Fwy			Dallas	TX	75203-3013	
Damage Recovery		PO Box 801770			Kansas City	MO	64180	
DAMC	ATTN CARL BAGGETT	NORCOM CAPITAL	15770 N DALLAS PKWY		Dallas	TX	75248	
DAMERIS, THEODORE		Address on File						
DAMEWARE DEVELOPMENT		241 MORNINGSIDE DR			Mandeville	LA	70448	
Dan Drabinski		Address on File						
Dan Subach		Address on File						
Dan Winikka	c/o Loewinsohn Flegle Deary Simon	12377 Merit Drive			Dallas	TX	75251	
Dana Driensky		Address on File						
DANAHY, BRIAN J.		Address on File						
DANDAR, CHRISTINA		Address on File						
Daniel J Edelman, Inc		JPMorgan Chase Bank, NA	21992 Network Place		Chicago	IL	60673	
Daniel Kaplan Associates LLC		55 Madison Ave, 4th Flr			Morristown	NJ	07960	
Daniel Moisio		Address on File						
Daniel N. Shaviro		Address on File						
Daniel P Winikka	Loewinsohn Flegle Deary Simon LLP	12377 Merit Drive, Suite 900						
Daniel Ranson		Address on File						
Daniel Riedler		Address on File			Dallas	TX	75251	
Daniel Sexton		Address on File						

Appx. 00402

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Daniel Sharvit		Address on File						
Daniel Sheehan & Associates, PLLC	Daniel J Sheehan, Jr	8150 N. Central Expressway Suite 100			Dallas	TX	75206	
Daniela Garrett		Address on File						
Daniels & Erickson, PC		12221 Merit Dr.	Suite 760		Dallas	TX	75251	
Dansby White		Address on File						
Darby Dunn Communications		461 Manor Lane			Pelham	NY	10803	
Darla M Chavez		Address on File						
Daryl's By Design		1801 N Griffin Street			Dallas	TX	75202	
DATAWARE SOFTWARE GROUP INC		445 PARK AVE	10TH FLR		New York	NY	10022	
Datamax		PO Box 20527			Saint Louis	MO	63139	
DataPlus Consulting Incorporated		750 North St Paul St. Suite 1225			Dallas	TX	75201	
DataPlus Consulting Incorporated		PO Box 190634			Dallas	TX	75219	
DataPlus Consulting, Incorporated		750 North St Paul	Suite 1225		Dallas	TX	75201	
Datapoint Management		210 Empire House	1 Empire Way		Wembley		HA9 OEW	United Kingdom
DAUGHERTY, PATRICK		Address on File						
DAUM, KURT		Address on File						
Dave Barnett		Address on File						
DAVE WALLS		Address on File						
DAVID BLANKS		Address on File						
DAVID BLANKS		Address on File						
David Boguslawski		Address on File						
David C. Smith		Address on File						
DAVID CALLAHAN		Address on File						
David Childs Tax Assessor-Collector		PO Box 620088			Dallas	TX	75262-0088	
David Childs Tax Assessor-Collector		PO BOX 139066	DALLAS COUNTY TAX ASSESSOR-COLLECTOR					
David Culley		Address on File			Dallas	TX	75313-9066	
David Feldman Worldwide, Inc		PO Box 2392			New York	NY	10116-2392	
David Fraiberg		Address on File						
DAVID FULLERTON		Address on File						
David Geneson		Address on File						
David Hill		Address on File						
David Hu		Address on File						
David Huff Photography LLC		22022 N 119th Drive			Sun City	AZ	85373	
DAVID LANCELOT		Address on File						
DAVID LEE		Address on File						
DAVID LEHUQUET		Address on File						
David M. Cooper		Address on File						
DAVID MARTIN		Address on File						
David Ourlicht		Address on File						
DAVID POWERS		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DAVID R HOLBROOKE ROTH IRA		120 BULKLEY AVE APT 405			Sausalito	CA	94965-2149	
DAVID SALTER		Address on File						
DAVID SMITH		Address on File						
David Smith		Address on File						
David Spiegel		Address on File						
David Tomek PLLC		325 N St Paul Street	Suite 3300		Dallas	TX	75201	
David W. Langford, CSR, CRR, RDR	Official Court Reporter	101st Judicial District Court Building	George L. Allen Courts Building		Dallas	TX	75202-4631	
David Walls		Address on File						
DAVID WEISBACH		Address on File						
DAVIES WARD PHILLIPS & VINEBERG LLP		44TH FLR	1 FIRST CANADIAN PLACE		TORONTO	ON	M5X 1B1	CANADA
Davis Deadman	Jason P. Kathman	2701 Dallas Parkway, Suite 590			Plano	TX	75093	
Davis Deadman		Address on File						
DAVIS FORESTRY		PO BOX 24633			Little Rock	AR	72221	
Davis Polk & Wardwell	Attn Andrew Dean	450 Lexington Ave			New York	NY	10017	
Davis R. Deadman		Address on File						
Davis Wright Tremaine LLP		2600 Century Square 1501 Fourth Ave			Seattle	WA	98101-1688	
DAVIS, MARY M.		Address on File						
DAVIS, MARY MARTHA		Address on File						
Dawn ORourke		Address on File						
Day Pitney LLP		PO Box 416234			Boston	MA	02241-6234	CZECH REPUBLIC
DDC Financial Group s.r.o.		Bohusovicka 230-12	190 00 Prague		Praha 9			
DEADMAN, DAVIS		Address on File						
DealFlow Media, Inc		PO Box 122			Syosset	NY	11791	
Deana K. Adams	Official Court Reporter	600 Commerce, 630 C	6th Floor, East Tower		Dallas	TX	75202	
Deanne Engle		Address on File						
Debevoise & Plimpton		919 Third Ave			New York	NY	10022	
Debevoise & Plimpton LLC	M. Natasha Labovitz, Erica S. Weisgerber, Daniel E. Stroik c/o Accounting Dept. 28th Floor	919 Third Avenue			New York	NY	10022	
Debevoise & Plimpton LLP	Attn Christopher K. Tahbaz, Esq.	909 Third Ave			New York	NY	10022	
Debevoise and Plimpton LLP		919 Third Avenue			New York	NY	10022	
Debra A. Dandeneau	Baker & McKenzie LLP	452 Fifth Avenue			New York	NY	10018	
Debt Domain		295 Madison Ave	Ste 24		New York	NY	10017-0000	
Debtomain (USA) Inc.		295 Madison Ave	Suite 924		New York	NY	10017	
DECHERT LLP		PO BOX 7247-6643			Philadelphia	PA	19170-6643	United Kingdom
Dechert UK		160 Queen Victoria Street			London	England	EC4V 4QQ	
DEDYO, STEPHEN J.		Address on File						
DeGolyer & MacNaughton		5001 Spring Valley Rd	Suite 800 east		Dallas	TX	75244	
Del Vecchio Reporting Services, LLC		117 Randi Drive			Madison	CT	06443	
DELAROSA, STEVEN		Address on File						

Appx. 00404

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DELAWARE DIVISION OF CORPORATIONS		401 FEDERAL ST	STE 4		Dover	DE	19901	
Delaware Secretary of State	Division of Corporations	401 Federal St. Suite 4			Dover	DE	19901	
Delaware Secretary of State	DIVISION OF CORPORATIONS	PO BOX 11728			Newark	NJ	07101-4728	
Delaware Secretary of State	Division of Corporations	PO Box 5509			Binghamton	NY	13902-5509	
DELAWARE SECRETARY OF STATE # 51-6000279	Division of Corporations	PO Box 74072			Baltimore	MD	22174-4072	
DELAWARE SECRETARY OF STATE # 51-6000279		1209 Orange St			Wilmington	DE	19801	
DELAWARE SECRETARY OF STATE # 51-6000279	State of Delaware Division of Corp	State of Delaware Division of Corp			Binghamton	NY	13902-5509	
DELGADO, MAURICIO		Address on File		PO Box 5509				
Dell Business Credit		Payment Processing Center		PO Box 5275	Carol Stream	IL	60197-5275	
Dell Commercial Credit		Dept. 50-0049055190 PO BOX 689020			Des Moines	IA	50368-9020	
Dell Financial Services		Payment Processing Center	4307 Collection Center Dr.		Chicago	IL	60693	
Dell Financial Services L.L.C.	DFS-Bankruptcy	PO Box 81577			Austin	TX	78708	
Dell Marketing LP	c/o Dell USA LP	PO Box 676021			Dallas	TX	75267-6021	
DELOITTE & TOUCHE	ATTN KILEY RODEN	10 WESTPORT RD			Wilton	CT	06897	
Deloitte Financial Advisory Services LLP		4022 Sells Drive			Hermitage	TN	37076	
Deloitte Financial Advisory Services LLP		2200 Ross Ave			Dallas	TX	75201	
Deloitte Financial Advisory Services LLP		PO Box 2062			Carol Stream	IL	60132-2062	
Deloitte Tax LLP		4022 Sells Drive			Hermitage	TN	37076	
Deloitte Tax LLP		PO BOX 2079			Carol Stream	IL	60132-2079	
Deloitte Tax LLP		PO Box 844736			Dallas	TX	75284-4736	
Delphi Legal Technologies		350 N. Saint Paul Suite 275			Dallas	TX	75201	
Delphi Legal Technologies		PO Box 133026			Dallas	TX	75313-3026	
Delta Dallas Staffing, LP		Tollway Plaza II	15950 N. Dallas Pkwy, Ste 500		Dallas	TX	75248	
Deluxe Business Forms		PO Box 742572			Cincinnati	OH	45274-2572	
Denison Glass & Mirror		4231 S State Highway 91			Denison	TX	75020-8115	
Dennis Sugino		Address on File						
DENNIS WINTER IRA		Address on File						
Denton County		PO Box 90223			Denton	TX	76202	
Denton County Tax Assessor		PO Box 90223			Denton	TX	76202	
Denton US LLP		Dept. 894579			Los Angeles	CA	90189-4579	
Dentons US LLP	Attn Lauren Macksoud, Esq. and Patrick Maxcy, Esq.	1221 Avenue of the Americas			New York	NY	10020	
Dentons US LLP		1221 McKinney Street, Suite 1900			Houston	TX	77010-2006	
Denver Daughtry	Casey Doherty	Address on File						
Department of Business Oversight		1515 K St #200			Sacramento	CA	95814	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Department of Corporations (CA)		Securities Regulations Div.	320 W 4th St, Ste 750		Los Angeles	CA	90013-1105	
Department of Finance, State of Idaho		Securities Bureau	800 Park Boulevard, Suite 200		Boise	ID	83712	
Department of State	Division of Corporations	99 Washington Ave.			Albany	NY	12231-0001	
DEPARTMENT OF TAX AND REVENUE	WV STATE TAX DEPT	PO BOX 2745	INTERNAL AUDITING DIVISION		Charleston	WV	25330-2745	
Department of Taxation and finance		Dept of Labor-Unemp Insurance Div	PO Box 15012		Albany	NY	12212	
DEPARTMENT OF THE TREASURY	INTERNAL REVENUE SERVICE	ACS SUPPORT	PO BOX 57		Bensalem	PA	19020-8514	
DEPARTMENT OF THE TREASURY	IRS	STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
DEPARTMENT OF THE TREASURY		Internal Revenue Service			Cincinnati	OH	45999-0009	
Department of the Treasury		4050 Alpha Road	Suite 517, MC 8000NDAL		Dallas	TX	75201-7849	
Department of the Treasury - Internal Revenue Service	Internal Revenue Service	1100 Commerce St	M/S MC5027DAL		Dallas	TX	75242	
Department of the Treasury - Internal Revenue Service	Internal Revenue Service	P.O. Box 7346			Philadelphia	PA	19101-7346	
Dept. of Licensing & Regulatory Affairs	Corp. Securities & Comm Licensing Bureau	525 W. Allegan Street - Audit & Exam Div			Lansing	MI	48909	
DERRICK PITTS		Address on File						
Desai, Neil		Address on File						
Dessaint, Louis C.		Address on File						
DEWITT, AUDREY		Address on File						
DFPG Investments, Inc.		9017 S. Riverside Dr.	Ste 210		Sandy	UT	84070	
DFW Ice Cream		10198 Western Hills Dr.			Frisco	TX	75034	
DFW MULTIMEDIA INC		1330 RIVER BEND DR	SUITE 850		Dallas	TX	75247	
DFW Private Equity Forum	Altn Amy Thompson	2323 Victory Avenue	Suite 2000		Dallas	TX	75219	
DFW VIDEO		DFW Multimedia, Inc.	13300 River Bend Drive, Ste. 850		Dallas	TX	75247	
DGHS Holdings, LLC		5949 Sherry Lane	Suite 750		Dallas	TX	75225	
Dhamodharan Srinivasan		583 Jeremy Drive			Bourbonnais	IL	60606	
Dhamidharka, Kerry		Address on File						
DHL EXPRESS		PO BOX 4723			Houston	TX	77210-4723	
DHR INTERNATIONAL, INC		10 South Riverside Plaza	Suite 2220		Chicago	IL	60606	
Dice Holdings, Inc.		4939 Collections Center Dr.			Chicago	IL	60693	
		4939 COLLECTIONS CENTER DR.						
DICE INC					Chicago	IL	60693	
Dickman Davenport, Inc.		3131 Turtle Creek Blvd	Suite 320		Dallas	TX	75219	
DIECKHAUS, SCOTT		Address on File						
DIECKHAUS, SCOTT		Address on File						
DIFC Global		11-12 St. James Square			London			United Kingdom
DIFFA/Dallas		2050 Stemmons Fwy	Mail Unit 262		Dallas	TX	SW1Y 4LB	
Diffenderfer, Claude A.		Address on File					75207	
Digital Copy LLC		500 N Akard St, Suite 250			Dallas	TX	75201	
Digital Legal LLC		1001 Jefferson Plaza	Suite 100		Wilmington	DE	19801	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Digital Marketing and Print Solutions		3305 Wiley Post			Carrollton	TX	75006	
Digital Mountain		5050 El Camino Real	Suite 205		Los Altos	CA	94022	
Digital Telefonos		PO Box 852184			Richardson	TX	75085-2184	
Digital Verdict, Inc.		750 N. St. Paul Street	Suite 1225		Dallas	TX	75201	
Digital Works		6606 LBJ Fwy	Suite 240		Dallas	TX	75240	
DiningIn LLC		50 Milk St Ste 110			Boston	MA	02109-5004	
DiningIn Out in Dallas		3030 Olive Street	Ste 400		Dallas	TX	75219	
Dinoto Inc.		535 Dean Street	PH 102		Brooklyn	NY	11217	
DiOrio, Matthew		Address on File						
Direct Corporate Resources, Inc.		Freedom Center 10203						
		Koitzebue Ste 114			San Antonio	TX	78217	
Director of Compliance	Re Prime Brokerage Services	Jefferies LLC	520 Madison Avenue, 16th Floor		New York	NY	10022	
Directors Desk LLC		Lockbox 50200	PO Box 8500		Philadelphia	PA	19178-0200	
DirectTV		208 South Akard Street			Dallas	TX	75202-0000	
Directv, LLC		PO Box 60036			Los Angeles	CA	90060-0036	
DISCOVERY BENEFITS		3216 13TH AVE S			Fargo	ND	58103	
DISCOVERY BENEFITS		PO BOX 869	COBRA DEPT		Fargo	ND	58107	
DISCOVERY BENEFITS		PO BOX 9528			Fargo	ND	58107-0869	
DISCOVERY BENEFITS		PO BOX 2079			Omaha	NE	68108-2079	
Discovery Benefits Inc		4321 20th Ave. S.			Fargo	ND	58103-0000	
Discovery Data		12 Christopher Way, Ste 202			Eatontown	NJ	07724	
Displays Unlimited, Inc.		626 106th Street			Arlington	TX	76011	
District Director	Attn Insolvency	Internal Revenue Service	31 Hopkins Plaza, Room 1150		Baltimore	MD	21201	
Diversus Investment Advisers (Asia) Ltd		410 Oxford Street			Bondi Junction	NSW	02022	AUSTRALIA
DIVYASH PATEL		Address on File						
Dixon Hughes Goodman LLP		4350 Congress Street	Suite 900		Charlotte	NC	28209	
Dixon Hughes Goodman LLP		PO Box 602828			Charlotte	NC	28260-2828	
DKW Law Group LLC		600 Grant St, 58th Flr			Pittsburgh	PA	15219	
DLA Piper LLP (US)	Marc D. Katz, Esq.	DLA Piper LLP (US)	1900 N Pearl St, Suite 2200		Dallas	TX	75201	
DLA Piper LLP (US)		1900 N Pearl St, Suite 2200			Dallas	TX	75201	
DLA Piper LLP US		6225 Smith Avenue			Baltimore	MD	21209	
DOAR Communications, Inc.		170 Earle Ave			Lynbrook	NY	11563	
Document Technologies, Inc.		PO Box 933435			Atlanta	GA	31193-3435	
Don Bryant		Address on File						
Don Drive Interiors		8408 Chancellor Row			Dallas	TX	75247	
Don Netzer Photography		2510 Southwell Rd.	#107		Dallas	TX	75229	
Don Netzer Photography		2510 Southwest Rd. # 107			Dallas	TX	75229	
DONALD OSBORNE		Address on File						
Donald Salvino		Address on File						
DONALDSON, MICHEAL		Address on File						
Donaldson, Steven		Address on File						
DONDERO, JAMES		Address on File						
Donggeng Gong		Address on File						
Donnelley Financial Solutions		PO Box 842282			Boston	MA	02284-2282	

Appx. 00407

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Donnelley Financial, LLC		35 W Wacker Drive			Chicago	IL	60601	
Donnelley Financial, LLC		20 Commerce Way, Ste 800	Lockbox #842282		Woburn	MA	01801-1057	
Donnelley Financial, LLC		PO Box 842282			Boston	MA	02284-2282	
Donnelley Financial, LLC		PO Box 531832			Atlanta	GA	30353-1832	
DORENBaum, ANDREI		Address on File						
DOUG MEYER		Address on File						
DOUGHERTY, RAYMOND		Address on File						
DOUGHERTY, RAYMOND		Address on File						
Douglas Wade Carvell		Address on File						
Dow Jones & Company, Inc.	ATTN PAUL CHAMPIGNY	8251 PRESIDENTS DR	BARRON/CUSTOMER SERVICE		Orlando	FL	32809	
Dow Jones & Company, Inc.		84 Second Ave.			Chicopee	MA	01020	
Dow Jones & Company, Inc.		Subscriptions Dept.	200 Burnett Rd		Chicopee	MA	01020	
Dow Jones & Company, Inc.		1211 Avenue of the Americas			New York	NY	10036	
Dow Jones & Company, Inc.		BOX 4137			New York	NY	10261-4137	
Dow Jones & Company, Inc.		WALL ST JRNL OR BARRONS	PO Box 4137		New York	NY	10261-4137	
Dow Jones Reuters Business Interactive		PO Box 7247-0237			Philadelphia	PA	19170-0237	
Dozal, Ana		Address on File						
DRABINSKI, DANIEL J.		Address on File						
Dravis, Samantha		Address on File						
Drew Dedelow		Address on File						
Drew Thomas		Address on File						
DREW, RICHARD		Address on File						
Drilling Info, Inc.		PO Box 679093			Dallas	TX	75267-9093	
DrillingInfo		PO Box 5545			Austin	TX	78763	
Drinker Biddle & Reath LLP		One Logan Square, Ste 2000			Philadelphia	PA	19103-6996	
DRINNON, KASEY		Address on File						
DRONOV, ALEXEY		Address on File						
Dropoff, Inc.		Dept 3696	PO Box 123696		Dallas	TX	75312-3696	
DSFOP		PO Box 36023			Dallas	TX	75235-1023	
DSHS		Mail Code 2003	PO Box 149347		Austin	TX	78714-9347	
DST Asset Manager Solutions		330 W. 9th	Ste 219230		Kansas City	MO	64105	
DST RESEARCH ANALYTICS & CONSULTING, LLC		DST TECHNOLOGIES, INC	5523 Collections Center Drive		Chicago	IL	60693	
DST Systems, Inc.		2454 Collections Center Dr			Chicago	IL	60693-0024	
DST Technologies, Inc.		2454 Collections Center Drive			Chicago	IL	60693-0024	
DTCC ITP LLC		PO Box 27590			New York	NY	10087-7590	
Duane Morris LLP	ATTN Payment Processing	30 South 17th St			Philadelphia	PA	19103-4196	
DUBOSE FUNERAL HOME		703 SOUTH ROCKWALL ST			Terrell	TX	75160	
Ducera Partners LLC		499 Park Ave, 16th Floor			New York	NY	10022	
Duff & Phelps, LLC	c/o David Landman	Benesch, Friedlander, Coplan & Aronoff	200 Public Square, Suite 2300		Cleveland	OH	44114-2378	
Duff & Phelps, LLC		2397 Paysphere Circle			Chicago	IL	60674	

Appx. 00408

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Duff & Phelps, LLC		DUFF & PHELPS, LLC	12595 Collection Center Drive		Chicago	IL	60693	
Duff & Phelps, LLP	Benesch	LouAnne Molinaro	222 Delaware Avenue, Suite 801		Wilmington	DE	19801-1611	
Duff & Phelps, LLP	David A. Landman	200 Public Square, Ste. 2300			Cleveland	OH	44114	
Duff & Phelps, LLP	Richard G. Hardy, Esq.	1660 West 2nd Street, Suite 1100			Cleveland	OH	44113	
Duffy, James B.		Address on File						
Duffy, William		Address on File						
Dun & Bradstreet	Dun & Bradstreet Inc.	PO Box 75434			Chicago	IL	60675-5434	
Dun & Bradstreet	The Rowland Law Firm	PO Box 3108			Crofton	MD	21114	
Dun & Bradstreet	The Rowland Law Firm	Ronald L. Rowland, Authorized Agent	2453 Vineyard Lane		Crofton	MD	21114	
DUNN, CHRISTOPHER		Address on File						
Dunn, John		Address on File						
DUO Security		170 West Tasman Dr			San Jose	CA	95134	
Dustin Schneider		Address on File						
DUSTIN WORLEY		Address on File						
DuWest Realty		3319 Darnmouth Ave.			Dallas	TX	75205	
DuWest Realty		4403 N Central Expy			Dallas	TX	75205	
DuWest Realty		4514 Cole Avenue	Suite 1100		Dallas	TX	75205	
Dykema Gossett, PLLC		400 Renaissance Center			Detroit	MI	48243-1668	
Dynamex		Greeley Square Station	PO Box 20284		New York	NY	10001	
Dynamex		PO BOX 20284 GREELEY SQ STATION			New York	NY	10001	
Dynamex		PO Box 842304			Dallas	TX	75284-2304	
E Gallery Studios		1330 Motor Circle			Dallas	TX	75207	
eA Data Automation Services, LLC		5000 Olde Towne Parkway	Suite 100		Marietta	GA	30068	
EA Electric		2941 Trade Center Drive	#200		Carrollton	TX	75007-4647	
EAB HealthWorks LLC		400 West End Ave	Suite 8A		New York	NY	10024	
Eagle Software		124 Indiana Ave			Salina	KS	67401	
Earl F. Hale, Jr.		Address on File						
EarthColor Houston Inc.		PO Box 840578			Dallas	TX	75284-0578	
Earthstream Global Inc.		800 Town & Country Blvd	Suite 300		Houston	TX	77024	
EASLEY & MARQUIS, PLLC		5000 LEGACY DR	STE 400		Plano	TX	75024	
Eastern Point Trust Company	Attn Accounts Receivable	PO Box 3322			Warrenton	VA	20188-3322	
Eastern Point Trust Company, Inc.	George S. Robinson, IV	4685 Millennium Drive			Belcamp	MD	21017	
Eastland CLO Ltd.		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Eastland CLO, Ltd.	c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Eastland CLO, Ltd.	Eastland CLO Ltd. c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1093GT	Queensgate House, South Church Street	The Directors	George Town, Grand Cayman		KY1-1108	Cayman Islands

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Eastland CLO, Ltd. and Investors Bank and Trust Company	Eastland CLO Ltd. c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1234	Queensgate House	The Directors-Eastland CLO, Ltd.	George Town, Grand Cayman		KY1-1108	Cayman Islands
Eastland CLO, Ltd. and Investors Bank and Trust Company	Investors Bank and Trust Company Attn CDO Services Group Ref Eastland CLO	200 Clarendon St	Mail Code EUC 108		Boston	MA	02116	
EASY 2 HIRE LLC		3637 Temecula Creek Trail			McKinney	TX	75070	
Eckelkamp Retirement Planning		5550 S. Ft. Apache Rd	Suite 101		Las Vegas	NV	89148-7667	
Eclipse Entertainment, LLC		6850 Manhattan Blvd.	Suite 300		Fort Worth	TX	76120	
EcoSystems Environmental, Inc.		PO Box 110849			Carrollton	TX	75011-0849	
Ed Trampolsky		Address on File						
Edelman Pub Relations Worldwide (HK) Ltd		701 Central Plaza	18 Harbour Road	Wan Chai	HONG KONG			HONG KONG
Edelman Pub Relations Worldwide Korea Ltd		18th FLr Ferrum Tower 66			Seoul		100210	South Korea
Eden, Hugh B.		Address on File			Houston	TX	77027	
EDGAR filings, Ltd		3900 Essex	Suite 900		Norwalk	CT	06854	
Edgar Online		50 Washington St 9th Flr						
Edgar Online		11200 Rockville Pike, Ste. 310			Rockville	MD	20852	
Edgar Online		88747 Expedite Way			Chicago	IL	60695-1700	
Edge Realty Partners		5950 Berkshire Ln	Suite 200		Dallas	TX	75225	
Edgewater Financial LLC	c/o Michael D Breen	807 West Lynn Ste 218			Austin	TX	78703	
Edlie Fox		Address on File						
Edina Country Club		5100 Wooddale Ave			Edina	MN	55424	
Education is Freedom		2711 N. Haskell Ave.	Suite 2070, LB 18		Dallas	TX	75201	
Edward A Barber		Address on File						
Edward Lin		Address on File						
Edward McRedmond		Address on File						
Effort Group, LLC		1 Throndal Circle			Darien	CT	06820	
efinancialcareers		1040 Avenue of the Americas	8th Floor		New York	NY	10018	
efinancialcareers		4939 Collections Center Dr			Chicago	IL	60693	
Eftekhari, Cyrus		Address on File						
EGON ZEHNDER INTERNATIONAL		350 PARK AVE			New York	NY	10022	
Egret Management, Inc.		10515 Egret Lane			Dallas	TX	75230	
EIDSON, ALLISON		Address on File						
EIMEN, CATHERINE		Address on File						
EIMER STAHL KLEVORN & SOLBERG LLP		224 SOUTH MICHIGAN AVE	STE 1100		Chicago	IL	60604	
EIMN, LLC	Attn Accounting Department	225 Park Avenue South, 7th Floor			New York	NY	10003	
EL CONQUISTADOR GOLF RESORT CASINO		1000 EL CONQUISTADOR AVE			Fajardo	PR	00738	
Elatia Abate		Address on File						
Eleanor Munson, PhD		Address on File						
Electra Cruises, Inc.		3439 Via Oporto			Newport Beach	CA	92663	
Elektronik Devices Company		1712 Poinciana Ln			Plano	TX	75075	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ELGIN CAPITAL		130 JERMYN ST			London		SW1Y 4UR	United Kingdom
Elison, Hayley		Address on File						
Eliot Weissberg	The Investors Center, Inc.	70 East Main St, POB 1447			Avon	CT	06001	
Elisa Dreier Reporting		950 Third Avenue 5th Floor			New York	NY	10022	
Elisa Dreier Reporting Corp.		780 Third Ave, 7th Flr			New York	NY	10017	
ELISABETH LEIDERMAN		Address on File						
Elite Casino Events		P.O. Box 6755			Fort Worth	TX	76115	
Elite Copy Solutions, Inc.		403 N Stemmons Freeway Ste 100			Dallas	TX	75207	
Elite Deposition Technologies		400 N. St Paul St, 13th Floor,			Dallas	TX	75201	
Elite Document Technology-Dallas		400 N. Saint Paul St.			Dallas	TX	75201	
Elite Document Technology-Dallas		403 North Stemmons Freeway Suite 100	Suite 1300		Dallas	TX	75207	
Elite Scheduling Services, LLC		8442 S. Union Lake Dr. SE			Alexandria	MN	56308	
Elkins McSherry		225 Liberty St	24th floor		New York	NY	10281-0000	
ELKINS/MCSHERRY, LLC	ATTN FINANCE	2 WFC	225 LIBERTY ST, 24TH FLR		New York	NY	10281	
ELKINS/MCSHERRY, LLC		1290 Avenue of the Americas	22nd Floor		New York	NY	10104	
Ellen W. Slight, Esq.	United States Attorney s Office	District of Delaware	1007 N. Orange Street, Suite 700		Wilmington	DE	19801	
Ellington, Scott	c/o Frances A Smith	Ross & Smith PC	700 N Pearl Street, Suite 1610		Dallas	TX	75201	
Ellington, Scott	Address on File							
EMC Integrated Systems Group		121 Central Ave	Suite 200		Grapevine	TX	76051	
Emerald City Management		4688 Reunion Dr.			Plano	TX	75024	
Emerging Portfolio Fund Research, Inc.		PO Box 417184			Boston	MA	02241-7184	
Emerson Network Power		PO BOX 70474			Chicago	IL	60673-0001	
Emert, Craig		Address on File						
EMI Environmental Group		14850 Montfort Dr Ste 205			Dallas	TX	75254	
Emma Cruttenden		Address on File						
EMMANUEL, ARTHUR		Address on File						
Emmet, Marvin & Martin, LLP		120 Broadway	32nd Floor		New York	NY	10271	
Employer Compliance Service		611 Pennsylvania Ave SE #4000			Washington	DC	20003-4303	
Employment Security Division		500 East Third Street			Carson City	NV	89713-0030	
EMSI-Examination Mgmt Services, Inc		Health Service Division	PO Box 910465		Dallas	TX	75391-0465	
ENA Capital, LLC	Attn Steve Eliman and Bob Kauffman	Eliman Management Group, Inc.	4040 E. Camelback Road, Suite 250		Phoenix	AZ	85018	
Encore Discovery Solutions		Dept 2651	PO Box 122651		Dallas	TX	75312-2651	
Encore Live, LLC		600 E Exchange Ave			Fort Worth	TX	76164-8246	
Encore Productions		2012 Greenbriar Lane			Plano	TX	75074	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
EnerCom, Inc.		800 18th Street	Suite 200		Denver	CO	80202	
Energy Search Associates, LLC		7709 San Jacinto Place	Ste 206		Plano	TX	75024	
EnergyNet Services, Inc.		7201 W. Interstate 40	Suite 319		Amarillo	TX	79106	
ENGSTROM, DONNA		Address on File						
EnMark Services, Inc.		1700 Pacific Avenue	Suite 2660		Dallas	TX	75201	
ENOCH, KEVIN		Address on File						
Entwistle & Cappucci LLP		280 Park Ave	26th Floor West		New York	NY	10017	
Envestnet Tamarac		701 5th Ave, Ste 1400			Seattle	WA	98104	
Envoy Data Corporation		1310 W. Boxwood Ave			Gilbert	AZ	85233	
EPFR Global		PO Box 417184			Boston	MA	02241-7184	
Epilq eDiscovery Solutions		Dept 2651	PO Box 122651		Dallas	TX	75312-2651	
Episcopal School of Dallas	Karla Wigley	ESD Development Office	4100 Merrell Rd.		Dallas	TX	75229	
Episcopal School of Dallas		4100 Merrell Rd			Dallas	TX	75229	
Epocal		2060 Walkley Rd.			Ottawa	ON	K1G 3P5	CANADA
Equest		PO Box 2109			Wylie	TX	75098	
Equest		PO Box 171779			Dallas	TX	75217	
Equity Search Partners		200 Crescent Court, Ste 1300			Dallas	TX	75201	
Equivalent Data		4809 Westway Park Blvd.	Payment Center		Houston	TX	77041	
eRevival LLC		141 Lanza Ave	Bldg 5		Garfield	NJ	07026	
Eric Girard		Address on File						
ERIC KEPHART		Address on File						
ERIC MARK		Address on File						
Eric Pearson		Address on File						
Eric Reynolds		Address on File						
Eric Thayer		Address on File						
Erick Rawlings		Address on File						
Erin Sheehan		Address on File						
Ernst & Young		200 Plaza Drive			Secaucus	NJ	07094	
ERS		101 S Coit Rd Bldg 36, Ste 297			Richardson	TX	75080	
Ersine Chambers - Andrew Blake		33 Chancery Lane			London		WC2A 1EN	United Kingdom
Ersine Chambers - Michael Todd		33 Chancery Lane			London		WC2A 1EN	United Kingdom
Escudero, Gaston		Address on File						
ESD	ATTN SARA CAMPBELL	EPISCOPAL SCHOOL OF DALLAS	4100 MERRELL RD		Dallas	TX	75229	
Esquire Deposition Services, LLC		PO Box 827829			Philadelphia	PA	19182-7829	
Esquire Deposition Solutions, LLC		PO Box 846099			Dallas	TX	75284	
Esquire Litigation Solutions, LLC		PO Box 785751			Philadelphia	PA	19178-5756	
Estevez, Jaime		Address on File						
Estudio ROVIRA		Address on File						
ETCI		1850 North Greenville Ave #158			Richardson	TX	75081	
ETrade Financial	Attn AR/Mutual Funds	PO Box 3512			Arlington	VA	22203	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
EUROMONEY		PO Box 4009			Chesterfield	MO	63006-4009	
INSTITUTIONAL INVESTOR		1826 Hollars Place			Middleburg	FL	32068	
EuroUSA Shipping, Inc.		4643 S. Ulster, Suite 800			Denver	CO	80237	
Evans & McFarland, LLC		Address on File						
Evans, Christian								
EventWork Photography, LLC		1712 Midcrest Dr			Plano	TX	75075	
Evercore Restructuring LLC		55 East 52 St			New York	NY	10055	
eVestment		5000 Ole Towne Parkway	Suite 100		Marietta	GA	30068	
Evoque Data Center		250 Vesey Street 15th Floor			New York	NY	10281-0000	
EWI RE Inc		One Lincoln Centre	Suite 1060		Dallas	TX	75240	
EWING, LEAH		Address on File						
Exagere LLC		227 Dauphine			New Orleans	LA	70112	
Exclaimer Ltd.		445 Park Avenue	9th Floor		New York	NY	10022	
EXECUTIVE BEVERAGE SERVICE		PO BOX 850783			Richardson	TX	75081	
EXECUTIVE BEVERAGE SERVICE		5032 DICKENS LN			CARROLLTON	TX	75010-4915	
Executive Charge, Inc.		1440 39th St			Brooklyn	NY	11218	
Executive Liquidation		100 Redneck Avenue			Moonachie	NJ	07074	United Kingdom
Executive Office Group Limited		23 Berkeley Square			London		W1J 6HE	
Executive Scheduling Associates, Inc.		215 Lake Blvd. Ste 367			Redding	CA	96003	
Experience, Inc.		2 Faneuil Hall Marketplace	3 rd Floor		Boston	MA	02109	
Experis Finance US, LLC		PO Box 905378			Charlotte	NC	28290-5378	
EXPERT PAY		PO BOX 659791			San Antonio	TX	78265-9791	
Exterior Consulting Innovations, Inc.		1406 S Clark Rd			Duncanville	TX	75137-2811	
F5		801 5th Ave			Seattle	WA	98104-0000	
Fabriclean, Inc.		11-39 50th Ave			Long Island City	NY	11101	
Factiva		PO BOX 30994			New York	NY	10261	
Factory Builder Stores		DJRBI, LLC	PO Box 7247-0237		Philadelphia	PA	19170-0237	
FACTSET RESEARCH SYSTEMS, INC.		512 E Dallas Rd	Ste 500		Grapevine	TX	76051	
FACTSET RESEARCH SYSTEMS, INC.	Altn Finance	301 Merritt 7, 3rd Floor			Norwalk	CT	06851	
Fafnski Mark & Johnson, P.A.		PO BOX 414756			Boston	MA	02241-4756	
Fair Harbor Capital, LLC	As Assignee of Action Shred of Texas	775 Prairie Center Drive, Suite 400			Eden Prairie	MN	55344	
Fair Harbor Capital, LLC	As Assignee of CVE Technologies Group Inc.	Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC	As Assignee of Daniel Sheehan & Associates, PLLC	Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC		Ansonia Finance Station	PO Box 237037		New York	NY	10023	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fair Harbor Capital, LLC	As Assignee of Vengroff Williams Inc as Authorized Agent of American Arbitration Association	Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC	Frederick Glass	130 West 57th Street, 5th Floor			New York	NY	10019	
Fair Market Life Settlements Corporation		435 Ford Rd	Suite 120		St. Louis Park	MN	55426	
FAIRMONT DALLAS		1717 N AKARD ST	COLIZ BAKER, GROUP BILLING COORDINATOR		Dallas	TX	75201	
Faith Petersen		Address on File						
Falcon E&P Opportunities GP, LLC	c/o PetroCap LLC	Marc Manzo	2602 McKinney Avenue	Suite 400	Dallas	TX	75204	
Family Compass		4210 Junius Street			Dallas	TX	75246	
Family Office Association		500 West Putnam Ave.	Suite 400		Greenwich	CT	06830	
Fanning & Associates		PO Box 37			Denton	TX	76202	
Fanning & Associates		226 Sanders Rd			Denton	TX	76210	
FARIA, RICHARD		Address on File						
Farouk Z Lalji		Address on File						
FASKEN MARTINEAU DUMOULIN		STE 4200 TORONTO DOMINION BANK TOWER	BOX 20 TORONTO-DOMINION CENTRE		TORONTO	ON	M5K 1N6	CANADA
FASTFRAME		3001 Knox Street	#105		Dallas	TX	75205	
FASTFRAME		11107 Sesame Street			Dallas	TX	75238	
Fat Ox		7715 E Montebello Avenue			Scottsdale	AZ	85250	
Fauxcades, Inc.		8888 Governors Row			Dallas	TX	75247	
Feast of Sain Arnold		8 Fourth Street			Colorado Springs	CO	80906	
Federal Insurance Company	Federal Insurance Company c/o Chubb	202A Halls Mill Road - 2E			Whitehouse Station	NJ	08889	
Federal Insurance Company c/o Chubb		202A Halls Mill Road - 2E			Whitehouse Station	NJ	08889	
FedEx		4103 COLLECTION CENTER DR			Chicago	IL	60693	
FedEx		Dept CH PO Box 10306			Palatine	IL	60055-0306	
FedEx		PO Box 94515			Palatine1	IL	60094-4515	
FedEx		PO Box 660481			Dallas	TX	75266-0481	
FEDORYSHYN, ERIC		Address on File						
FEHLIG, STACEY		Address on File						
Felhaber Larson Fenlon & Vogt		220 Southy 6th Street	Ste 2200		Minneapolis	MN	55402-4504	
Felicity Toubé QC		3-4 South Square	Grays Inn		London		WC1R 5HP	United Kingdom
Ferguson, Misty		Address on File						
FERRELL, JOHN		Address on File						
Fetzer Architectural Woodwork		6223 West Double Eagle Circle			West Valley City	UT	84118	
Fidelity Information Services		PO Box 911653			Dallas	TX	75391-1653	
Fidelity Information Services Inc		PO Box 18012			Ashburn	VA	20146	

Appx. 00414

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fidelity Information Services Inc		Payment Processing Center	PO Box 4535		Carol Stream	IL	60197-4535	
Fidelity Investments Institutional		Operations Company, Inc.	PO Box 73307		Chicago	IL	60673-7307	
Fidelity National Information Services		Payment Processing Center	PO Box 18012		Ashburn	VA	20146	
FIGARI & DAVENPORT LLP		901 MAIN ST	3400 BANK OF AMERICA PLAZA		Dallas	TX	75202-3796	
FINANCIAL ACCOUNTING STANDARDS BOARD		PO BOX 630420			Baltimore	MD	21263-0420	
FINANCIAL AGENT		FEDERAL TAX DEPOSIT PROCESSING	PO BOX 970030		Saint Louis	MO	63197	
Financial Data Services, Inc.	Cash Management	4800 Deer Lake East Dr, 2nd Flr			Jackson	FL	32246-6484	
Financial Fineprint, Inc		1619 3rd Ave Apt 7K			New York	NY	10128-3036	
FINANCIAL GRAPHIC SERVICE, INC.		2910 S 18th AVE			Broadview	IL	60155-4727	
Financial Graphic Services		PO Box 85090			Chicago	IL	60680-0851	
Financial Industry Regulatory Authority		15200 Omega Drive, Suite 210			Rockville	MD	20850	
Financial Investment News		41 Union Square West	Suite 1021		New York	NY	10003	
Financial Investment News		267 Fifth Avenue	Suite 1010		New York	NY	10016	
Financial Media Group, LLC		9635 Maroon Circle	Ste 150		Englewood	CO	80112	
Financial Planning Association		1290 N Broadway # 1625			Denver	CO	80203-2122	
Financial Planning Association of Iowa	Attn Erin Ramsey	914 NE 53rd Court			Ankeny	IA	50021	
Financial Research Associates	ATTN Teri Lewis	18705 NE Cedar Drive			Battle Ground	WA	98604	
Financial Research Associates, LLC	Attn Teri Lewis	18705 NE Cedar Drive			Battle Ground	WA	98604	
Financial Research Associates, LLC		200 Washington Street	Suite 201		Santa Cruz	CA	95060	
Financial Risk Management		888 Seventh Ave			New York	NY	10019	
Financial Services Institute		607 14th St, NW	Suite 750		Washington	DC	20005	
Financial Services Institute		PO Box 116730			Atlanta	GA	30368-6730	
Financial Times		PO Box 1627			Newburgh	NY	12551-9976	
Financial Tracking		1111 East Putnam Ave	Ste 304		Riverside	CT	06878-0000	
Financial Tracking Technologies LLC		2 Soundview Dr, Ste 100			Greenwich	CT	06830	
Financial Tracking Technologies LLC		1111 E Putnam Ave.	Suite 304		Riverside	CT	06878	
Financial West Group	Attn Nicole White	4510 E. Thousand Oaks Blvd.			Westlake Village	CA	91362	
Fink, Jason		Address on File						
FINRA		1735 K Street, NW			Washington	DC	20006	
Fire Works Media Productions		2440 Pebblebrook Ct.			Grand Prairie	TX	75050	
First Allied Securities	Attn Commission Accounting	655 W. Broadway, 11th Flr			San Diego	CA	92101	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
First American Title Insurance Company		8311 W. Sunset Road	Suite 100		Las Vegas	NV	89113	
First Financial Network, Inc.		14000 Quail Springs Pkwy, Ste 200			Oklahoma City	OK	73134	
First Foundation Advisers		18101 Von Karman Avenue	Suite 750		Irvine	CA	92612	
First Foundation Inc.		18101 Van Karman Avenue	Ste 700		Irvine	CA	92612	
First Page Management LLC dba StatusLabs		151 South 1st	Ste 100		Austin	TX	78704-0000	
First Presbyterian Church		One West Putnam Ave			Greenwich	CT	06830	
First Southwest		325 North St. Paul St	Suite 800		Dallas	TX	75201	
First Trust Highland Floating Rate Fund		330 Bay St Ste 1300			Toronto	ON	M5H2S8	CANADA
FIS Brokerage & Securities Services LLC		62446 Collections Center Drive			Chicago	IL	60693-0624	
FIS Investment Systems LLC		601 Riverside Ave			Jacksonville	FL	32204	
Fischer Porter & Thomas, PC		440 Sylvan Avenue, Suite 130			Englewood Cliffs	NJ	07632-2700	
FISH & RICHARDSON P.C.		PO BOX 3295			Boston	MA	02110	
FITEH, STEPHANIE		Address on File						
FITEH ZEGEYE		Address on File						
FITZSIMMONS, BRIAN		Address on File						
Five Blocks, Inc.		5967 West 3rd Street	Suite 307		Los Angeles	CA	90036	
FJF INTERNATIONAL		858 TOWER VIEW CIRCLE			New Hope	PA	18938	
Flagship Cruises & Events		PO Box 120751			San Diego	CA	92112	
Flaherty, Sensabaught, & Bonasso, PLLC		200 Capital St	PO Box 3843		Charleston	WV	25338-3843	
Fleming Zulack Williamson Zauderer LLP		One Liberty Plaza	35th Floor		New York	NY	10006-1404	
Flexential		11900 East Cornell Avenue	Building B, 3rd Floor		Aurora	CO	80014-0000	
Flexential Colorado Corp.		8809 Lenox Point Drive	Suite G		Charlotte	NC	28273	
Flexential Colorado Corp.		PO Box 732368			Dallas	TX	75373-2368	
Flink, Robert		Address on File						
Florence & Associates Consulting		1475 Richardson Dr.	Suite 270		Richardson	TX	75080	
Florida Department of Banking & Finance	Division of Securities	200 East Gaines Street			Tallahassee	FL	32399-6502	
FLORIDA DEPARTMENT OF REVENUE		5050 W TENNESSEE ST			Tallahassee	FL	32399-0135	
Florissant Geological, LLC		5214 Vanderbilt Ave.			Dallas	TX	75206	
Flossie ORiley Photography		701 Woodcrest Dr			Hurst	TX	76053-4921	
Foley Gardere	Holly O'Neil, Esq.	Foley & Lardner LLP	2021 McKinney Avenue Suite 1600		Dallas	TX	75201	
FOLEY GARDERE		2021 MCKINNEY AVENUE	SUITE 1600		Dallas	TX	75201	
Foley Gardere, Foley Lardner LLP	Attn Holland N. O Neil	2021 McKinney Avenue, Ste. 1600			Dallas	TX	75201	
Folks & Associates		PO Box 851168			Mesquite	TX	75185-1168	
Forbes		PO BOX 5468			Harlan	IA	51593-0968	
Forbes		PO Box 5474			Harlan	IA	51593-0974	
Fordham, Michael		Address on File						

Appx. 00416

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Forensic Risk Alliance		Third Floor, Audrey House	Ely Place		London		EC IN-6SN	United Kingdom
Forside Consulting Services, LLC		3 Canal Plaza	Suite 100		Portland	ME	04101	
Forside Consulting Services, LLC		PO Box 7556			Portland	ME	04112-7556	
Forside Financial Services, LLC		3 Canal Plaza	Suite 100		Portland	ME	04101	
Forest Resource Consultants, Inc		964 Georgia Ave Ste 100			Macon	GA	31201-6766	
Forest2Market, Inc.	ATTN Accounts Receivable	10030 Park Cedar Drive	Suite 201		Charlotte	NC	28210-8902	
Forney & Terrell Alarm Systems, LLC		P.O. Box 341			Terrell	TX	75160	
Forns, Alison		Address on File						
Forrest A. Garb & Associates, Inc.		5310 Harvest Hill, Ste 130			Dallas	TX	75230	
Forshey & Prostok, L.L.P. - IOLTA		777 Main St, Ste 1290			Fort Worth	TX	76102	
FORSight Resources, LLC		8761 Dorchester Rd	Suite 102		North Charleston	SC	29420	
Fort Worth Stock Show Syndicate		PO Box 17005			Fort Worth	TX	76102	
Fort Worth Wildcatters		777 Main Street #800			Fort Worth	TX	76102	
Fortune		PO Box 60400			Tampa	FL	33660-0400	
Fortune		PO BOX 61460			Tampa	FL	33661-1460	
FORTUNE Personnel Consultants of Troy		560 Kirts Blvd	Suite 102		Troy	MI	48084	
Foundation for BrainHealth Advances	Center for BrainHealth	2200 West Mockingbird Lane			Dallas	TX	75235	
Four Seasons Plantscaping, LLC		139 Turtle Creek Blvd.			Dallas	TX	75207-6807	
Four Seasons Plantscaping, LLC		PO Box 793429			Dallas	TX	75379-0000	
FOWLER HATLEY		Address on File			Philadelphia	PA	19103-3222	
Fox Rothschild LLP	Attn Accounts Receivable-60	2000 Market St, 20th Floor						
FOX, SEAN		Address on File						
FPA Connecticut State Conference		95 West St			Rocky Hill	CT	06067	
FPA of Middle Tennessee	Patricia Fisher, Chapter Exec	PO Box 150608			Nashville	TN	37215	
FPA South Florida		8930 State Rd. 84, Ste 316			Davie	FL	33324	
FPANJ		551 Valley Rd #365			Upper Montclair	NJ	07043	
FPC	FORTUNE Personnel Consultants of Troy	560 Kirts Blvd.	Suite 102		Troy	MI	48084	
FPC OF SAVANNAH, INC.		PO BOX 8846			Savannah	GA	31412	
FPG CT Owner LP		PO Box 5297	Lockbox 305297		New York	NY	10008-5297	
FPG Galleria Two Owner, LP		PO Box 3085			Hicksville	NY	11802-3085	
FRAGOMEN, DEL REY, BERNSEN & LOEWY LLP		99 WOOD AVE SOUTH	10TH FLR		ISELIN	NJ	08830	
Frances Wildhaber		Address on File						

Appx. 00417

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Franchise Tax Board	Bankruptcy Section MS A340	PO Box 2952			Sacramento	CA	95812-2952	
FRANCHISE TAX BOARD		PO BOX 942857			Sacramento	CA	94257-0511	
FRANCIS X GRAY & CO		122 W 26TH ST	STE 1101		New York	NY	10001	
Frank Cunningham		Address on File						
Frank Russell Company		NW 6327	PO Box 1450		Minneapolis	MN	55485-6327	
Frank Waterhouse	c/o David Neier	Winston Strawn LLP	200 Park Avenue		New York	NY	10166	
Frank Waterhouse	Debra A. Dandeneau	Baker & McKenzie LLP	452 Fifth Avenue		New York	NY	10018	
Frank Waterhouse	Michelle Hartmann	Baker & McKenzie LLP	1900 North Pearl, Suite 1500		Dallas	TX	75201	
Frank Waterhouse	Ross & Smith, PC	Plaza of the Americas	700 N Pearl Street, Suite 1610		Dallas	TX	75201	
Frank Waterhouse		Address on File						
Frank Foodservice Solutions		3149 Paysphere Circle			Chicago	IL	60674-0031	
Frederick C. Moss		Address on File						
FreedomPark LP		7501 Esters Blvd	Ste. 130		Irving	TX	75063	
FreeMotion Fitness		PO Box 99661			Chicago	IL	60690	
FRICK, TINA		Address on File						
FridsonVision		54 W 21st ST	STE 1007		New York	NY	10010	
FridsonVision		1 Penn Plaza Ste 3600			New York	NY	10119	
Fried Frank Harris Shriver & Jacobson		One New York Plaza			New York	NY	10004-1980	
Fried, Frank, Harris, Shriver & Jacobson		One New York Plaza			New York	NY	10004-1980	
Friedman Kaplan Seiler & Adelman LLP		1633 BROADWAY			New York	NY	10019-6708	
Friedreichs Ataxia Research Alliance		533 W. Uwachlan Avenue			Downington	PA	19335	
Friends of the Dallas Fire Dept.	c/o Ray Cheery	Dallas Security Systems PO Box 550939			Dallas	TX	75355-0939	
Friends of the Dallas Police		3232 McKinney Ave	#855		Dallas	TX	75204	
Friends of the IDF		29 E MADISON ST			Chicago	IL	60602	
FRITZ, ERIC		Address on File						
Frizell, Madeline		Address on File						
Frizell, Madeline		Address on File						
Front Sight Focus	Attn Tamera Watt	PO Box 12292			Raleigh	NC	27605	
Frontier State Bank	Attn Mr Steve Elliott	5100 South I-35 Service Road			Oklahoma City	OK	73129	
Frontline Source Group, Inc.		901 Main Street	Suite 4010		Dallas	TX	75202	
FSC Securities Corporation	Attn Reimbursement Processing	Lockbox 101092	3585 Atlanta Ave		Hapeville	GA	30354	
FSC Securities Corporation	Attn Shelly Kooliker	3737 Woodland Ave, Ste 500			West Des Moines	IA	50266	
FT Interactive Data		32 CROSBY DR			Bedford	MA	01730	
FT Interactive Data		PO Box 98616			Chicago	IL	60693	
FT Interactive Data Corporation		22 Crosby Drive			Bedford	MA	01730-0000	
FTI CONSULTING		2001 Ross Ave	Suite 400		Dallas	TX	75201	
FTI CONSULTING		PO BOX 630391			Baltimore	MD	21263-0391	

Appx. 00418

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FTI Consulting, Inc.		Three Times Square	10th floor		New York	NY	10036-0000	
Fuentes, Brian		Address on File						
Fulbright & Jaworski		2200 Ross Ave Ste 2800			Dallas	TX	75201-2784	
Fulbright & Jaworski		FULBRIGHT TOWER	1301 MCKINNEY	SUITE 5100	Houston	TX	77010-3095	
Fullmer, Kevin		Address on File						
Fullmer, Kevin		Address on File						
Fun Time Faces TX		417 Parkhurst Drive			Dallas	TX	75218	
FUNDFIRE	Money-Media, Inc.	1430 Broadway, 12th Flr	Suite 1208		New York	NY	10018	
FURNITURE FOR BUSINESS		14 CARLSON COURT			London		SW15 2NQ	United Kingdom
Furniture Solutions Now Ltd.		1505 Oak Lawn Ave	Suite 300		Dallas	TX	75207	
FUSE Research Network, LLC		200 Highland Avenue	Suite 403		Needham	MA	02494	
Fusion GPS		2122 P Street NW	Suite 202		Washington	DC	20037	
G.L. Seaman & Company		4201 International Parkway			Carrollton	TX	75007	
G.Neil Corporation		PO Box 451179			Sunrise	FL	33345-1179	
Gabriel Moss QC		3-4 South Square, Grays Inn			London		WC1R 5HP	United Kingdom
GAGE, CASEY S		Address on File						
Gail Davis & Associates, Inc.		3500 Oak Lawn	Suite 740		Dallas	TX	75219	
Gail Spurgeon		Address on File						
Gallop, Johnson & Neuman, L.C.		101 S Hanley Ste 1600			Saint Louis	MO	63105	
Game On!		502 South 2nd Avenue			Dallas	TX	75226	
Gaming Today		PO Box 93116			Las Vegas	NV	89193	
Garcia & Associates Security		Two Penn Plaza Ste 1500			New York	NY	10121	
GARCIA, ERICKA		Address on File						
GARDERE WYNNE SEWELL LLP		1000 LOUISIANA	STE 3400		Houston	TX	77002-5011	
Gardner Haas PLLC		2501 N. Harwood Street	Suite 1250		Dallas	TX	75201	
Gardner, William		Address on File						
Garland Independent School District	Linda D. Reece	c/o Perdue Brandon Fielder et al	1919 S. Shiloh Road, Suite 310, LB 40		Garland	TX	75042	
Garman Turner Gordon	William M. Noall	Address on File						
Garman Turner Gordon		7251 Amigo St Ste 210			Las Vegas	NV	89119-4302	
Gartner Inc		PO BOX 911319			Dallas	TX	75391-1319	
Gary Cao		Address on File						
Gary Durham Consulting, LLC		200 Crescent Court	Suite 1414		Dallas	TX	75201	
Gary Fitzsimmons, District Clerk		600 COMMERCE ST	STE 716		Dallas	TX	75202-4606	
Gary L. Gardner		Address on File						
Gary Sinse Foundation		PO Box 368			Woodland Hills	CA	91365-0368	
Gary V McGowan		Address on File						
GARZA, LAUREN		Address on File						
Gateway Financial Advisors, Inc.		4101 Dublin Blvd.	Suite F, PMB 57		Dublin	CA	94568	
GATHINGS, SALLY		Address on File						
GATZKI, KENT		Address on File						

Appx. 00419

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GAUNT, AMANDA		Address on File						
Gaurav Singhal		Address on File						
Gautier, Chris		Address on File						
Gazelle Court Reporting Services, LLC		2807 Allen Street, No 727			Dallas	TX	75204	
GDHCC		4622 MAPLE AVE	STE 207		Dallas	TX	75219	
Geeks Who Drink LLC		9450 SW Gemini Dr # 84921			Beaverton	OR	97008-7105	
General American Life Insurance		PO Box 790201			Saint Louis	MO	63179-0196	
General Information Services	ATTN Sara Leslie	12770 Coit Rd, Ste 300			Dallas	TX	75251	
General Information Services		PO Box 538450			Atlanta	GA	30353-8450	
Geomap Company		PO Box 671077			Dallas	TX	75267-1077	
George Bates		Address on File						
George Catering		PO Box 140537			Dallas	TX	75214	
GEORGE FEIGER IRA		Address on File						
George Mathew		Address on File						
George W. Bush Foundation		2943 SMU Blvd	Leslie Cravens, Catering		Dallas	TX	75205	
George W. Bush Foundation		PO Box 600610			Dallas	TX	75360	
George W. Bush Presidential		Library and Museum	2943 SMU Boulevard		Dallas	TX	75205	
George W. Bush Presidential Center		2943 SMU Boulevard			Dallas	TX	75205	
GEORGIA DEPARTMENT OF REVENUE		TAXPAYER SERVICES DIVISION	PO BOX 105499		Atlanta	GA	30348-5499	
GEORGIA DEPARTMENT OF REVENUE		Processing Center	PO Box 740239		Atlanta	GA	30374-0239	
GEORGIA DEPARTMENT OF REVENUE		PROCESSING CENTER	PO BOX 740320		Atlanta	GA	30374-0320	
Georgia Secretary of State		2 Martin Luther King Jr. Drive	Suite 820 West Tower		Atlanta	GA	30334	
Geraghty, Dougherty and Edwards		1531 Hendry St, PO Box 1605			Ft. Myers	FL	33902	
Gerry Gartenberg Productions, Inc.		3 New York Avenue			White Plains	NY	10606	
Gerson Lehman Group		850 Third Ave	9th Floor		New York	NY	10022	
Gerson Lehman Group		BOX 200589			Pittsburgh	PA	15251-0589	
Getty Images US Inc.		PO Box 84434			Seattle	WA	98124-5734	
GHV Settlement Fund	C/O Richard Haskell	920 N Stone Ave			Lagrange Park	IL	60526	
Gianna Cerullo		Address on File						
GIBB, ALLISON		Address on File						
Gibbs & Bruns LLP		1100 Louisiana Street	Suite 5300		Houston	TX	77002	
GIBSPRODUCTIONS		2429 Connecticut Lane			Dallas	TX	75214	
Gibson, Dunn & Crutcher LLP		333 South Grand Ave			Los Angeles	CA	90071	
Gifford Fong Associates		3658 Mt. Diablo Boulevard	Suite 200		Lafayette	CA	94549-4751	
Gigantic Color		PO Box 740209, Dept# 7052			Atlanta	GA	30374	
Gilbert Bromley		Address on File						
Gilbert Martinez Jr.		Address on File						
GILCHRIST, CLINT		Address on File						
GILL, NICOLE		Address on File						
GILLES, ERIN		Address on File						

Appx. 00420

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gillian C. Sartini		Address on File						
GILLIAN, KATIE		Address on File						
Gls Elegant Catering		1001 MacArthur Blvd			Grand Prairie	TX	75050	
GIMBEL, JESSICA D.		Address on File						
Girard Securities, Inc.	Attn Connie Goodell	5405 Morehouse Dr Ste 135			San Diego	CA	92121-4767	
GIRARD, ERIC		Address on File						
Girard, Kovarik & Associates	Attn Robert Danion	101 N. Clematis St, Ste 200			West Palm Beach	FL	33401	
GLASGOW, SAMUEL		Address on File						
Glassdoor		1 Harbor Drive	Suite 300		Sausalito	CA	94965	
Glassdoor		Dept 3436	PO Box 123436		Dallas	TX	75312-3436	
Glast, Phillips, & Murray		2200 One Galleria Tower	13355 Noel Rd, LB 48		Dallas	TX	75240-1518	
GLC Advisors & Co., LLC		451 Jackson Street	2nd Floor		San Francisco	CA	94111	
Gleneagles CLO, Ltd	The Directors	PO Box 1093 GT	Queensgate House,		Grand Cayman		KY1-11-8	Cayman Islands
Gleneagles CLO, Ltd.		PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Gleneagles CLO, Ltd.								
JPMorgan Chase Bank, National Association								
GLENN KIM	JPMorgan Chase Bank, National Association	600 Travis 50th Floor	Worldwide Securities Service	Gleneagles CLO, Ltd. Telecopy	Houston	TX	77002	
Glenn Morrison		Address on File						
Global Alpha Forum, LLC		Address on File						
Global Experience Specialists, Inc.		30 Old Kings Hwy South			Darien	CT	06820	
GLOBAL FINANCIAL SERVICES		Bank of America, PO Box 96174			Chicago	IL	60693	
		PO BOX 856460			Louisville	KY	40285-6460	
Global Recruiters of Mid-Cities		PO Box 2165			Bedford Park	IL	60499-2165	
Global Shares Inc.		111 Town Square Place	Suite 1401		Jersey City	NJ	07310	
Global Shares Ireland Ltd			West Cork Technology					
GlobalMacro Partners, LLC		Unit 2, Building D,	Park Clonkality Co.		Cork		P85 EY90	IRELAND
GLOBE STORAGE & MOVING CO. INC		1755 S. Naperville Rd	Ste 100		Wheaton	IL	60189	
Glocap Search LLC		36 BLEECKER ST						
Gloss Luxury Event Rentals		156 W 58th St.	4th Floor		New York	NY	10012	
GM SNYDER AND ASSOCIATES		6525 Briarhaven Drive			New York	NY	10019	
GoDaddy					Dallas	TX	75240	
Godfrey		300 Ozark Trail Drive	Suite 104		Saint Louis	MO	63011	
Godier, Lindsey		14455 N. Hayden Rd.	Ste. 219		Scottsdale	AZ	85260	
Goetz, Matthew		1000 Louisiana	Suite 5100		Houston	TX	77002-5096	
Goetz, Matthew X.		Address on File						
Goetz, Matthew X.		Address on File						
Goglia PLLC		Address on File						
		4519 Melissa Lane			Dallas	TX	75229	
Gold Crown Valet Parking, Inc.								
GOLD LION		901 Waterfall Way	Suite 107		Richardson	TX	75080	
		8043 Abramshire Ave			Dallas	TX	75231	

Appx. 00421

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gold Medal Strategies, Inc.		319 1st Street West			Tierra Verde	FL	33715	
Gold Star Distributors, Inc.		PO Box 831150			Richardson	TX	75083-1150	
Golds Gym International	Altn Corporate Billing	125 E John Carpenter Fwy	Suite 1300		Irving	TX	75062	
Golds Texas Holdings Group, Inc		4001 Maple Avenue	Suite 200		Dallas	TX	75219	
Goldsmith Associates, PLLC		4001 Maples Avenue Ste 200			Dallas	TX	75219-0000	
GOLDSMITH, JASON		6540 Highgate Lane			Dallas	TX	75214	
		Address on File						
GOLDSMITH, SARAH B.		Address on File						
Golf Balls Galore, Inc.		2181 J and C Blvd			Naples	FL	34109	
GONZAGA, GABRIELLA		Address on File						
GONZALEZ, EVAN		Address on File						
GOOD FULTON & FARRELL		2808 FAIRMOUNT ST	STE 300		Dallas	TX	75201	
Goodwin and Marshall, Inc.		2405 Mustang Drive			Grapevine	TX	76051	
GOODWIN PROCTER LLP		EXCHANGE PLACE	53 STATE STREET		Boston	MA	02109	
Gordon, Fournaris & Mammarella, P.A.		1925 Lovering Avenue			Wilmington	DE	19806	
Gosserand, Boyd		Address on File						
Gotham Promotions		67 Sullivan St			New York	NY	10012	
GourmeATS - Kevin Ashade		1407 Main St.	Apt 1703		Dallas	TX	75202	
Governance Re Ltd.		Wellesley House North	2nd Floor, 90 Pitts Bay Road		Pembroke		HM 08	Bermuda
Governance Re Ltd.		Wellesley House North, 2nd Floor	90 Pitts Bay Road		Pembroke		HM 08	Bermuda
Governance RE Ltd.		Clarendon House	2 Church St		Hamilton		HM 11	Bermuda
GP Industries, Inc.		3230 Riverside Ave #110-A			Paso Robles	CA	93446	
GPI Lee Parkway, LP		3333 Lee Parkway			Dallas	TX	75219	
Grace Chang		Address on File						
		340 South US Highway 1 Ste 306			Jupiter	FL	33477	
Grafton Hospitality		Address on File						
Graham, Jacquelyn		80 Pitt Street			New York	NY	10002	
Grand Street Settlement		33570 Treasury Center			Chicago	IL	60694-3500	
Grant Thornton LLP		Address on File						
Grant, Jennifer								
Grants Interest Rate Observer		233 Broadway Fl 24			New York	NY	10279-2502	
Grapevine Consultants		3003 Double Creek Drive			Grapevine	TX	76051	
Grasshopper Lawn & Patio, LLC		1002 Ashby Dr			Allen	TX	75002	
GRATEKE, RYAN		Address on File						
Graubard Miller		Address on File						
Graves, Vanessa		Address on File						
Gray Reed & McGraw LLP	Jason S. Brookner	1601 Elm Street, Suite 4600			Dallas	TX	75201	
Gray Reed & McGraw LLP	Mark Gargiulo - CFO	1300 Post Oak Blvd., Suite 2000			Houston	TX	77056	
GRAY, MATTHEW		Address on File						
Grayson CLO Corp., et al		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Grayson CLO Ltd.	c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Grayson CLO Ltd.	Grayson CLO Ltd. c/o Ogier Fiduciary Services (Cayman) Limited	190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Grayson CLO, Ltd.	Investors Bank and Trust Company c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1093GT	Queensgate House, South Church Street	The Directors	George Town, Grand Cayman			Cayman Islands
Grayson CLO, Ltd. Investors Bank & Trust Company	Elizabeth Weller	P.O. Box 1234	Queensgate House South Church Street	The Directors - Grayson CLO, Ltd.	George Town, Grand Cayman	KY	1-1108	Cayman Islands
Grayson County		Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207	
Great American Photo Booths		3525 Melanie Ln			Plano	TX	75023	
Great Investors Best Ideas Foundation		3879 Maple Avenue	Ste 350		Dallas	TX	75219	
Great Northern Insurance Company, Chubb National Insurance Company and Federal Insurance Company								
Great Performances	c/o Chubb	202A Halls Mill Road - 2E			Whitehouse Station	NJ	08889	
Great Point Capital LLC		2417 3rd Ave Fl 3			Bronx	NY	10451-6339	
Great Southern Bank		200 W Jackson #1000			Chicago	IL	60606	
Great Value Storage		8201 Preston Road	Suite 305		Dallas	TX	75225	
Great Value Storage		9530 Skillman Street			Dallas	TX	75243	
Greater Talent Network, Inc.		401 Congress Ave, 33rd Flr			Austin	TX	78701	
Green, Allison		437 Fifth Avenue			New York	NY	10016	
GREEN, JASON		Address on File						
Greenberg Traurig		2200 Ross Avenue	Suite 5200		Dallas	TX	75201	
Greenberg Traurig		1000 LOUISIANA ST	STE 1800		Houston	TX	77002	
Greenbriar CLO, Ltd.	c/o Maples Finance Limited	PO Box 1093GT	Boundry Hall, Cricket Square	George Town	Grand Cayman		KY1-11-8	Cayman Islands
Greenbriar CLO, Ltd.		P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Greenbriar CLO, Ltd. and State Street Bank and Trust Company	Greenbriar CLO, Ltd. c/o Maples Finance Limited	P.O.Box 1093GT	Boundary Hall Cricket Square		George Town, Grand Cayman	KY	1-9902	Cayman Islands
Greenbriar CLO, Ltd. and State Street Bank and Trust Company	State Street Bank and Trust Company Attn CDO Services Group	200 Clarendon St	Mail Code EUC 108		Boston	MA	02116	
Greenway - 4641 Production, L.P.	c/o Robert Lynn Management	4851 LBJ Freeway	Suite 1000		Dallas	TX	75244	
Greenway - 4641 Production, L.P.	c/o Trinity Interests, Inc.	12750 Merit Dr Ste 1300			Dallas	TX	75251	
Greenway - 4641 Production, L.P.		2808 Fairmount Street	Ste 100		Dallas	TX	75201	
Greenway - 4641 Production, L.P.		5924 ROYAL LANE	STE 250		Dallas	TX	75230	
GREENWICH STRATEGIC ADVISORS LLC		42 CARY ROAD			Riverside	CT	06878	
Greenwood Office Outfitters		2951 Suffolk Drive	Suite 640		Fort Worth	TX	76133-1149	
Greg Campbell		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Greg Jackson		Address on File						
Greg Lussen		Address on File						
GREGG IMAMOTO		Address on File						
Gregory C. Bussey		Address on File						
Gregory Chang		Address on File						
Gregory FCA Communications		27 West Athens Avenue			Ardmore	PA	19003	
Gregory Polsen		Address on File						
Gregory Webster		Address on File						
GREGORY, MICHAEL		Address on File						
GREGORY, MICHAEL		Address on File						
Greig Saggars		Address on File						
Greyline Partners, LLC		P.O. Box 733976			Dallas	TX	75373-3976	
Greyline Solutions		PO Box 733976			Dallas	TX	75373-3976	
Greyline Solutions LLC		1 Sansome Street, Ste 1895			San Francisco	CA	94104-4432	
GRIFFITH, CANDICE		Address on File						
GRIFFITH, CANDICE C.		Address on File						
GRIFFITH, MATTHEW		Address on File						
GRO Designs, LLC		Address on File			Dallas	TX	75226	
GROFF, SCOTT		3500 Commerce St. #100			Washington	DC	20006	
Groom Law Group		Address on File	Ste 1200					
GROS EXECUTIVE RECRUITERS, INC		1701 Pennsylvania Ave NW			Brentwood	TN	37027-8019	
Group Services Inc		1616 WESTGATE CIRCLE						
GROVES, SHAWN		Condominium San Alberto, Suite 721	605 Conado Ave		San Juan	PR	00907	
Gruber Hurst Johansen Hail		Address on File						
Shank LLP		PO Box 600041			Dallas	TX	75360-0041	
GRUBHUB for Work		PO Box 748570			Los Angeles	CA	90074-8570	
GrubHub Holdings Inc.		111 W. Washington Street	Ste 2100		Chicago	IL	60602-0000	
GrubHub Holdings Inc.		5050 Capitol Ave Apt 252			Dallas	TX	75206-7724	
GSB Digital		30-30 47th Avenue	Suite 5500		Long Island City	NY	11101	
GT Dallas Properties LLC	c/o Capital One Bank	PO Box 3085			Hicksville	NY	11802-3085	
G-TEXAS MANAGEMENT, INC.	ATTN BARBARA BOURMAN	1135 SOUTH LAMAR ST			Dallas	TX	75215	
Guardian Performance Solutions LLC		836 57th Street	Suite 408		Sacramento	CA	95819	
Guggenheim Strategic Opportunities Fund	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
Guidepoint Global		675 Avenue of The Americas Fl 2			New York	NY	10010-5117	
Guidepost Solutions, LLC		415 Madison Ave	11th Floor		New York	NY	10017	
Guild Associates		153 Mitchell Hill Rd			Lyme	CT	06371-3021	
Gulati, Sanjay		Address on File						
GUNNERSON, ERIK		Address on File						
GUSTAVO PRILICK		Address on File						
Guy J. Renzi & Associates		2277 State Hwy 33, Suite 410			Trenton	NJ	08690	
H.I.S. BridgeBuilders		Golden Crest Corporate Center 2705 West Commerce St			Dallas	TX	75208	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Haas Petroleum Engineering Svcs, Inc.		750 N Saint Paul St Ste 1750			Dallas	TX	75201-3288	
Hagar Restaurant Service LLC		1229 West Main St.			Oklahoma City	OK	73106	
Hain Capital Investors Master Fund, Ltd		301 Route 17, 7th Floor			Rutherford	NJ	07070	
Hakemack, Christopher		Address on File						
Hal Whalen		Address on File						
Hale, Sarah		Address on File						
HALL, PHIL		Address on File						
Halloran & Sage LLP		225 Asylum Street	One Goodwin Square		Hartford	CT	06103	
HALPIN, CHRISTOPHER		Address on File						
Haltom, Steven		Address on File						
Hamilton	PRICKETT, JONES & ELLIOTT, P.A.	Marcus E. Montejo	Kevin H. Davenport	1310 King Street	Wilmington	DE	19801	
Hamilton Communications		PO Box 555			Westbrook	CT	06498	
HAMILTON, TODD		Address on File						
Hand Securities Inc.		820 Gessner Rd	Suite 1250		Houston	TX	77024	
Hansen, Jessica		Address on File						
Hanson, Adam		Address on File						
HARBOR GROUP LTD		70 E SUNRISE HWY	#411		Valley Streram	NY	11581	
Harbor Yacht Clubs, LLC		1880 Harbor Island Drive			San Diego	CA	92101	
HarbourVest 2017 Global AIF L.P.	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HarbourVest 2017 Global AIF L.P.	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	
HARBOURVEST 2017 GLOBAL AIF L.P.		One Financial Centre, 44th Floor			Boston	MA	02111	
HarbourVest 2017 Global Fund L.P.	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HarbourVest 2017 Global Fund L.P.	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	
HARBOURVEST 2017 GLOBAL FUND L.P.		One Financial Centre, 44th Floor			Boston	MA	02111	
HarbourVest Dover Street IX Investment L.P.	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HarbourVest Dover Street IX Investment L.P.	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	
Harbourvest Dover Street IX Investment, LP		One Financial Centre, 44th Floor			Boston	MA	02111	
HarbourVest Partners L.P.	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	
HarbourVest Partners L.P. on behalf of funds and accounts under management	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HarbourVest Skew Base AIF L.P.	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HarbourVest Skew Base AIF L.P.	c/o HarbourVest Partners, LLC	One Financial Center			Boston	MA	02111	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HARBOURVEST SKEW BASE AIF L.P.		One Financial Centre, 44th Floor			Boston	MA	02111	
Harder LLP		132 S. RODEO DRIVE	FOURTH FLOOR		BEVERLY HILLS	CA	90212	
HARIKRISHNAN NAIR		8734 SHADY SHORE DR			Frisco	TX	75034	
Harlem Lacrosse		PO Box 708			New York	NY	10030	
Harper & Peterson, P.L.L.C		3040 Woodbury Drive			Woodbury	MN	55129	
HARRIS, WILTSHIRE & GRANNIS LLP		1111 Rosalie			Houston	TX	77004	
HARRISON, MATTHEW		1200 EIGHTEENTH ST, NW			Washington	DC	20036	
Harsha Patwardhan		Address on File						
Hart Energy Publishing, L.P.		4545 Post Oak Pl Ste 210			Houston	TX	77027	
Hart Energy Publishing, L.P.		1616 S. Voss Rd	Suite 1000		Houston	TX	77057	
Hart Energy, LP		1616 S. Voss Street	Suite 1000		Houston	TX	77057	
Hartford CFA Society		PO Box 266			Granby	CT	06035	
Hartford Life Insurance Company		777 Main Street			Hartford	CT	06115	
Hartline Dacus Barger Dreyer LLP		6688 N. Central Expwy, #1000			Dallas	TX	75206	
Hartman Wanzor LLP	Kenneth Cantrell	6050 Southwest Blvd Suite 150			Fort Worth	TX	76109	
Hartman Wanzor LLP		6050 Southwest Blvd	Suite 200		Fort Worth	TX	76109	
Harvard Club of Dallas		5706 E Mockingbird Ln Ste 115			Dallas	TX	75206-5461	
Harvard Club of New York City		35 West 44th Street			New York	NY	10036	
Harvest Exchange Corp		PMB 245	516 N Ogden Ave		Chicago	IL	60642-6421	
Haselroth, Matthew		Address on File						
HASENAUER, MICHAEL		Address on File						
HASENAUER, MICHAEL		Address on File						
Haven Search Group, LLC		3303 Lee Parkway	Suite 400		Dallas	TX	75219	
Hawaii State Tax Collector		PO Box 1530			Honolulu	HI	96806-1530	
HAWK Network Defense, Inc.		5057 Keller Springs Road	Suite 300		Addison	TX	75001	
Hayes, Christopher		Address on File						
Hayley Eliason	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
HAYMARKET MEDIA LIMITED		2371, The Centrium, 60 Wyndham St	Central		HONG KONG			HONG KONG
Haynes and Boone, LLP	ATTN Cari Peretzman	901 Main St # 3100			Dallas	TX	75202	
Haynes and Boone, LLP		2323 Victory Ave	Suite 700		Dallas	TX	75219	
Haynes and Boone, LLP		PO Box 841399			Dallas	TX	75284-1399	
Hazen, Anthony		Address on File						
HCM Market Letter, LLC		Harch Capital Management, LLC	621 NW 53rd Street, Suite 400		Boca Raton	FL	33487	
HCRE Partner, LLC	Wick Phillips Gould & Martin, LLP	Jason M. Rudd, Lauren K. Drawhorn	3131 McKinney Avenue, Suite 500		Dallas	TX	75204	
HEAD, ALAN		Address on File						
Health Strategy Consulting		46 Kilvert St			Warwick	RI	02886	

Appx. 00426

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Health Texas Provider Network		PO Box 844128			Dallas	TX	75284	
Heat Software USA Inc		PO Box #204375			Dallas	TX	75320-4375	
HEATHER BROWN		Address on File						
HEATHERINGTON, MELINDA		Address on File						
HEBERT, ERIC		Address on File						
Hedge Connection, Inc.		141 Parkway Rd	Suite 15		Bronxville	NY	10708	
Hedge Fund Alert		5 Marine View Plaza #400			Hoboken	NJ	07030-5795	
Hedge Fund Research, Inc.		10 South Riverside Plaza	Suite 700		Chicago	IL	60606	
Hedgebay Securities, LLC		62 Post Road West			Westport	CT	06880	
HEDGEFUND INTELLIGENCE LTD		NESTOR HOUSE, PLAYHOUSE YARD	ACCOUNT DEPT		London		EC4V 5EX	United Kingdom
Hedgeye Risk Management, LLC	Legal Department	1 High Ridge Park 3rd Floor			Stamford	CT	06905-0000	
HEIN ONKENHOUT		Address on File						
HEISS, BRADFORD		Address on File						
Helder Melendez		Address on File						
Helen Kim	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Helicopters for Heroes	c/o Jeff Davis	9219 Viscount Row			Dallas	TX	75247	
HELLER EHRMAN LLP		FILE NO 73536	PO BOX 60000		San Francisco	CA	94160-3536	
Helping Our Heroes Foundation		6505 W. Park Blvd	Ste 306-165		Plano	TX	75093	
Helwig, Kevin		Address on File						
HENDERSHOT, PAUL		Address on File						
HENDRIX, KRISTIN		Address on File						
Henjum Goucher		Address on File						
Henjum Goucher		Address on File						
HENNIGAN, BENNETT & DORMAN LLP		865 S FIGUEROA ST			Los Angeles	CA	90017	
Henry Chang		Address on File						
Herbert A. Rosenthal, Chartered		1020-19th St, NW, #400			Washington	DC	20036-6101	
HEROES FOR CHILDREN	ATTN LARISSA LINTON & JENNY SCOTT	3411 PRESTON RD, STE C-13-227			Frisco	TX	75034	
HERREN, CASEY		Address on File						
HERRICK, KATHRYN D.		Address on File						
Hersey, William		Address on File						
Hess, Zachary		Address on File						
Hewetts Island CLO 1-R, Ltd.	c/o Acis Capital Management	Blank Rome LLP	John E. Lucian, Josef W. Mintz	1201 N. Market Street, Suite 800	Wilmington	DE	19801	
Hewetts Island CLO 1-R, Ltd.	c/o Acis Capital Management	Winstead PC	Rakhee V. Patel, Phillip Lamberson	2728 N. Harwood Street, Suite 500	Dallas	TX	75201	
Hewetts Island CLO 1-R, Ltd.	c/o Acis Capital Management	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
HFF SECURITIES LP		10100 SANTA MONICA BLVD	STE 1400		Los Angeles	CA	90067	

Appx. 00427

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HFP GP, LLC	Attn Highland Capital Management, L.P. as sole member	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
HG Deposition and Litigation Services		2777 N. Stemmons Freeway, Ste 1025			Dallas	TX	75207	
Higdon Barrett		Address on File			New York	NY	10169	
HIGDON PARTNERS		230 PARK AVE			Dallas	TX	75243	
High Bandwidth		10107 Candlebrook Drive						
High Profile, Inc.		4851 LBJ Freeway, Suite 500			Dallas	TX	75244	
High Road Touring		Jackson Haring	751 Bridgeway, 3rd Flr		Sausalito	CA	94965	
High Tower	Attn GIS	505 5th Ave. 14th Flr			New York	NY	10017	
High Tower	Attn Klaris Tamazian	200 W. Madison, Ste 2500			Chicago	IL	60606	
Highland Builders, Inc.		2342 Fabens Road	Ste 100		Dallas	TX	75229	
Highland Capital Insurance Solutions GP, LLC			13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Capital Loan Fund, L.P.	c/o The Corporation Trust Company	Two Galleria Tower						
Highland Capital Loan GP, LLC	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Capital Management Fund, L.P. and NexPoint Advisers, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Capital Management Fund, L.P. and NexPoint Advisers, L.P.	Attn Davor Rukavina, Esq. and Julian P. Vasek, Esq.	Munsch Hardt Kopf & Harr, P.C.	3800 Ross Tower	500 N. Akard Street	Dallas	TX	75202-2790	
Highland Capital Management Fund, L.P. and NexPoint Advisers, L.P.	K&L Gates LLP	A. Lee Hogewood, III	4350 Lassiter at North Hills Ave., Suite 300		Raleigh	NC	27609	
Highland Capital Management Fund, L.P. and NexPoint Advisers, L.P.	K&L Gates LLP	Attn Artoush Varshosaz	1717 Main Street, Suite 2800		Dallas	TX	75201	
Highland Capital Management Fund, L.P. and NexPoint Advisers, L.P.	K&L Gates LLP	Attn Stephen G. Topetzes	1601 K Street, NW		Washington	DC	20006-1600	
Highland Capital Management Services, Inc.	c/o The Corporation Trust Company	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Capital Multi-Strategy Fund, L.P.		1209 Orange St			Wilmington	DE	19801	
Highland CDO and Structured Products Fund, Ltd. Citigroup Financial Products Inc.	Citigroup Financial Products Inc.	390 Greenwich Street	Doug Warren		New York	NY	10013	
JPMorgan Chase Bank								
Highland CDO and Structured Products Fund, Ltd. Citigroup Financial Products Inc.								
JPMorgan Chase Bank	JPMorgan Chase Ban	600 Travis Street	50th Floor	ITS-Greg Sheehan	Houston	TX	77002	
Highland CDO Opportunity Fund GP, LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Highland CDO Opportunity Fund, Ltd. IXIS Financial Products Inc. JPMorgan Chase Bank, National Association	JPMorgan Chase Bank	600 Travis Street	50th Floor 500 West 2nd St., Suite 1800	WSS-Greg Sheehan	Houston	TX	77002	
Highland CLO Funding Ltd.	King & Spalding LLP	Paul R. Bessette First Floor, Dorey Court, Admiral Park	St Peter Port		Austin	TX	78701-4684	Channel Islands
Highland CLO Funding, Ltd					Guernsey		GY1 6HJ	Cayman Islands
Highland CLO Management Ltd.		PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Credit Opportunities	Japanese Feeder Sub-Trust	c/o Intertrust (Cayman) Limited	190 Elgin Avenue	George Town	Grand Cayman		KY1-9005	Cayman Islands
Highland Credit Opportunities	Japanese Unit Trust	c/o Intertrust (Cayman) Limited	190 Elgin Avenue	George Town	Grand Cayman		KY1-9005	Cayman Islands
Highland Credit Opportunities CDO GP, LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Credit Opportunities CDO, Ltd.	c/o Walkers SPV Limited	Walker House 87 Mary Street	George Town		Grand Cayman		KY1-9002	Cayman Islands
Highland Crusader Offshore Partners, L.P., et al.	Michael A. Rosenthal, Gibson, Dunn and Crutcher LLP	200 Park Avenue			New York	NY	10166	
Highland Dallas Foundation Inc.	c/o CT Corporation, Registered Agent	1209 Orange St			Wilmington	DE	19801	
Highland Dynamic Income Fund GP, LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Employee Retention Assets, LLC	Attn James Dondero	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Fund Holdings, LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland GP Holdings LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Legacy Limited	c/o Maples & Calder/ Graham Lockington	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Legacy Limited	c/o Queensgate SPV Services Limited	PO Box 1093GT / Suzanne St. Thomas	Compass Center, 2nd Flr, Crewe Road	George Town	Grand Cayman			Cayman Islands
Highland Loan Fund, Ltd. et al		PO Box 309	Ugland House South Church Street	Grand Cayman	Cayman Island		KY1-1104	Cayman Islands
Highland Loan Funding V, Ltd.	c/o Maples & Calder/ F.O.E.	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Loan Funding V, Ltd.	c/o QSPV Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Highland Loan Master Fund, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Multi Strategy Credit Fund GP, L.P.		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Multi-Strategy Credit Fund GP, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Multi-Strategy Credit Fund, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Highland Multi-Strategy Fund GP, L.P.		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Multi-Strategy Master Fund, L.P.	c/o MQ Services Ltd.	Victoria House	31 Victoria Street		Hamilton		0HM10	Bermuda
Highland Multi-Strategy Master Fund, L.P.		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Park CDO I, Ltd.	Moody's Investors Service, Inc.	99 Church Street			New York	NY	10041	
Highland Park CDO I, Ltd.	Standard & Poors Ratings Services	55 Water Street, 41 st Floor	Commercial Mortgage Surveillance Group	CDO Surveillance	New York	NY	10041	
Highland Park CDO I, Ltd. The Bank of New York Trust Company, National Association	Highland Park CDO I, Ltd. c/o Maples Finance Limited	P.O. Box 1093GT	Queensgate House, South Church Street	George Town, The Directors	George Town			Cayman Islands
Highland Park CDO I, Ltd. The Bank of New York Trust Company, National Association	The Bank of New York Trust Company, National Association	601 Travis						
Highland Park CDO I, Ltd. Highland Principal Opportunities GP, LLC	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	16th Fl		Houston	TX	77002	Cayman Islands
Highland Prometheus Feeder Fund I, L.P.	c/o Maples Corporate Services Limited	Two Galleria Tower	South Church Street 13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Prometheus Feeder Fund II, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Prometheus Mast Fund, L.P.	c/o Maples Corporate Services Limited	PO Box 309	Ugland House		Grand Cayman		KY1-1104	Cayman Islands
Highland Restoration Capital Partners GP, LLC	c/o The Corporation Trust Company	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Restoration Capital Partners Master, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Restoration Capital Partners Offshore, L.P.	c/o Intertrust Cayman	190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Highland Restoration Capital Partners, L.P.	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Select Equity Fund GP	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
Highland Select Equity Fund GP, LLC		Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Highland Select Equity Master Fund, GP	c/o MQ Services Ltd.	Victoria House	31 Victoria Street		Hamilton		0HM10	Bermuda
Highland SunBridge GP, LLC	c/o The Corporation Trust Company	1209 Orange St			Wilmington	DE	19801	
HighTower Advisors	Attn GIS	505 5th Ave, 14th Floor			New York	NY	10017	
HighTower Advisors		200 West Madison	Suite 2500		Chicago	IL	60606	
Sarian Group	HighTower Advisors/The	656 East Swedesford Road	Suite 360		Wayne	PA	19087	
HighTower Holding LLC		200 W. Madison	Ste 2500		Chicago	IL	60606	
Hilary Adams		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HILGENBRINK, ANDREW		Address on File						
Hilgenbrink, Andrew		Address on File						
HILL, OWEN		Address on File						
Hill, Robert		Address on File						
Hillcrest Athletic Association	HHS Athletics c/o Andy Todd	9924 Hillcrest Rd			Dallas	TX	75230-5309	
Hillis, Blair		Address on File						
Hines REIT 2200 Ross Avenue LP		PO Box 841147			Dallas	TX	75284-1147	
Hines REIT 2200 Ross Avenue LP		PO Box 841197			Dallas	TX	75284-1197	
Hitchcock, Daniel		Address on File			Pittsburgh	PA	15250-8229	
HM Life Insurance Company		PO Box 382229						
Hoedebeck, Charlie		Address on File						
Hoermann, Richard		Address on File						
Hoge & Gameros, LLP		4311 Oak Lawn Ave Ste 600			Dallas	TX	75219	
Holland & Knight, LLP		PO Box 864084			Orlando	FL	32886-4084	
Hollister, Michael J.		Address on File						
Holloway, Travis		Address on File						
Holly Church Communications		3730 Pinebrook Cir Apt 606			Bradenton	FL	34209-8073	
Holmes Detective Bureau, Inc.		1270 Avenue of the Americas	Suite 1906		New York	NY	10020	
Holt, Eric		Address on File						
Home Health Service		2400 Dallas Parkway	STE 440		Plano	TX	75093	
Home Health Services		3333 Earheart Drive	Suite 210		Carrollton	TX	75006	
HOME, BRIAN		Address on File						
HONEYCUTT, JOHN BROOKS		Address on File						
HONEYCUTT, JOHN BROOKS		Address on File						
HONIS, JOHN		Address on File						
HONIS, JOHN		Address on File						
Honyaku Center Inc.		3-13-12 Mita			Minato-ku	Tokyo	109-0073	JAPAN
HOOVER HULL LLP		PO BOX 44989			Indianapolis	IN	46244-0989	
Hopes Door Inc.		860 F Ave	Suite 100		Plano	TX	75074	
HOPSON, STUART		Address on File			Dallas	TX	75201	
Hotel Crescent Court		400 Crescent Court			Dallas	TX	75201	
Hotel Zaza		2332 Leonard Street						
		10250 Constellation Blvd, 5th Floor						
Houlihan Lokey	Attn Accounts Receivable				Los Angeles	CA	90067-6802	
HOUSE OF BLUES	ATTN BARBARA BOUMAN	2200 N LAMAR ST			Dallas	TX	75202	
		Megan Singleton, Development Manager	4210 Junius Street		Dallas	TX	75246	
Housing Crisis Center			Suite 1530		Woodland Hills	CA	91367	
How Handy Is That		21650 Oxnard Street						
Howard B. Wiener		Address on File						
HOWARD DRANSFIELD IRA		Address on File						
Howle, Ian		Address on File						
hrQ-Dallas, LLC		2859 Umatilla St			Denver	CO	80211	
HSIEH, ADA		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HTH Worldwide Insurance Services	c/o Travel Accounting	One Radnor Corporate Center Address on File	933 1st Ave		King of Prussia	PA	19406-1342	
HUBBLE, JONATHAN		75 Remittance Drive, Suite 6465			Chicago	IL	60675-6465	
HUDSON GLOBAL RESOURCES					New Jersey	NJ	08820	
Hudson Reporting & Video, Inc	A DEPOSITION CENTER	2124 Oak Tree Rd			New York	NY	10006	
HUGHES & HUBBARD		One Battery Park Plaza			Dallas	TX	75201	
Hughes & Luce LLP		1717 Main St Ste 2800						
Hughes, Alex		Address on File						
HUKILL, NATHAN		Address on File						
HULL, CYNTHIA		Address on File						
Hummingbird		PO Box 8500-3885			Philadelphia	PA	19178-3885	
Hundt Reporting, L.L.C.		703 McKinney Ave, Ste 405			Dallas	TX	75202	
Hunt, Brandon		Address on File						
HUNT, HEATHER		Address on File						
Hunter Covitz	c/o David Neier, Winston Strawn LLP	6612 Sondra Dr.			Dallas	TX	75214	
Hunter Covitz		Address on File						
HUNTER COVITZ		Address on File						
Hunter Donaldson		Address on File						
Hunter Mountain Investment Trust			87 Railroad Place Ste 403		Saratoga Springs	NY	12866	
	c/o Rand Advisors LLC	John Honis						
Hunter Mountain Trust		Rochelle McCullough LLP	325 N Saint Paul St Ste 4500		Dallas	TX	75201-3827	
Hunter Mountain Trust		John Honis, Trustee for Hunter Mountain Trust	87 Railroad Place, Suite 403		Saratoga Springs	NE	12866	
Hunting & Fishing for ALS Research					Dallas	TX	75201	
HUNTINGTON, JOHN		2525 Fairmont St Address on File						
Hunton & Williams LLP		RIVERFRONT PLAZA, EAST TOWER			Richmond	VA	23219	
Hunton & Williams LLP		PO BOX 840686	951 EAST BYRD ST		Dallas	TX	75284-0686	
Hunton Andrews Kurth LLP	Alexander G. McGeoch	1445 Ross Avenue Suite 3700			Dallas	TX	75202	
Hunton Andrews Kurth, LLP		1445 Ross Avenue	Suite 3700		Dallas	TX	75202-2799	
Hurley, Leslie		Address on File						
HURLEY, MICHIEL		Address on File						
Huron Consulting Group		4795 Paysphere Circle			Chicago	IL	60674	
Hutcherson Law		10000 N. Central Expressway	Suite 800		Dallas	TX	75231	
Hutchison & Steffen, PLLC		10080 W Alta Drive	Ste 200		Las Vegas	NV	89145	
HV International VIII Secondary L.P.	Attn Erica Weisgerber	Debevoise and Plimpton LLP	919 Third Avenue		New York	NY	10022	
HV International VIII Secondary L.P.	c/o HarbourVest	One Financial Center			Boston	MA	02111	
HV INTERNATIONAL VIII SECONDARY L.P.		One Financial Centre, 44th Floor			Boston	MA	02111	
Hyatt Regency Lost Pines Resort and Spa		575 Hyatt Lost Pines Road			Lost Pines	TX	78612	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hyatt Regency Scottsdale Resort & Spa		7500 E Doubletree Ranch Road			Scottsdale	AZ	85258	
I & A INTERNATIONAL		1717 MAIN ST	SUITE 4800		Dallas	TX	75201	
i Entertainment		2409 Avenue J	Suite D		Arlington	TX	76006	
I.M.S. Relocation		2005 McDaniel Drive	Ste 150		Carrollton	TX	75006	
IA Watch		PO Box 9407			Gaithersburg	MD	20897-9824	
IA Watch		100 Winners Circle, Ste 300	PO Box 5094		Brentwood	TN	37024-5094	
IAN FARRAND		Address on File						
IBM Websphere		1 New Orchard Road			Armonk	NY	10504-0000	
ICAA		1050 17th St, NW Ste 725			Washington	DC	20036-5503	
Ice Bro Promos		1007 East Levee			Dallas	TX	75207	
Ice Data Indices, LLC		PO Box 74008873			Chicago	IL	60693-8873	
ICE Data Pricing & Reference Data, LLC		PO Box 98616			Chicago	IL	60693	
ICE Systems, Inc.		PO Box 11126			Hauptpauge	NY	11788-0934	
ICI Mutual Insurance Brokers, Inc.		1401 H Street NW	Suite 1000		Washington	DC	20005	
IDAHO STATE TAX COMMISSION	REVENUE OPERATIONS DIVISION	IDAHO STATE TAX COMMISSION	PO BOX 36		Boise	ID	83722-0410	
IDAHO STATE TAX COMMISSION		PO Box 83784			Boise	ID	83707-3784	
IDCSERVCO Business Services	Attn Accounts Receivable	PO Box 1925			Culver City	CA	90232-1925	
iDiscover, LLC		2049 Century Park East, Ste 4370			Los Angeles	CA	90067	
IFG Project Resourcing		1560 Sawgrass Corporate Pkwy 4th Flr			Sunrise	FL	33323	
IFP Securities, LLC		3030 N Rocky Point Dr W	Suite 700		Tampa	FL	33607	
IHS Global Inc.		PO Box 847193			Dallas	TX	75284-7193	
IHS Markit	Michelle Searles	15 Inverness Way East			Englewood	CO	80112	
II Magazines	Absolute Return & Alpha	225 Park Ave - South			New York	NY	10003	
II Magazines		PO Box 4009	Subscriptions		Chesterfield	MO	63006-4009	
IInews		PO Box 5018			Brentwood	TN	37024-9552	
IJC Partners LLC		20 East 46th St	Suite 901		New York	NY	10017	
Ikon Office Solutions		DALLAS DISTRICT-DAT	PO BOX 676466		Dallas	TX	75267	
Ikon Office Solutions		Northeast District-NYG	PO BOX 827164		Philadelphia	PA	19182-7164	
Ikon Office Solutions		LDS Southeast District -FTL	PO Box 532545		Atlanta	GA	30353-2545	
Ikon Office Solutions		LDS DALLAS DISTRICT -DAL	PO BOX 676466		Dallas	TX	75267-6466	
Ikon Office Solutions		National Accounts	PO Box 676466		Dallas	TX	75267-6466	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19009			SPRINGFIELD	IL	62794-9009	
ILLINOIS DEPARTMENT OF REVENUE		PO Box 19045			Springfield	IL	62794-9045	
Illinois Secretary of State		Department of Business Services			Springfield	IL	62756	
Illinois Securities Department		Securities Division	421 E. Capital Ave., 2nd Fl.		Springfield	IL	62701	
Illumant LLC		431 Florence Street	Suite 210		Palo Alto	CA	94301	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ImageMAKER Development, Inc		Suite 102-416, 6th St			New Westminster	BC	V3L 3B2	CANADA
ImageMAKER Development Inc		Ste 102,416 - 6th Street			New Westminster	BC	V3L3B2	Canada
ImageNet		PO Box 613310			Dallas	TX	75261-3310	
Imaginity Interactive, Inc.		2633 McKinney Ave			Dallas	TX	75204	
IMAMOTO, GREGG		Address on File		Ste 130-377				
IMCA	Altn Lara Davies	5619 DTC Pkwy, Suite 500			Greenwood Village	CO	80111	
Imran Hussain		Address on File						
IMRE		210 W PENNSYLVANIA AVE STE 700			TOWSON	MD	21204-4532	
In Time Communications		9137 Loma Vista Dr			Dallas	TX	75243	
INCORPORATING SERVICES, LTD		3500 S DUPONT HWY			Dover	DE	19901	
Independence Capital Co., Inc.		5579 Pearl Road		Suite 100	Parma	OH	44129	
Independent Financial Group LLC		12671 High Bluff Drive		Suite 200	San Diego	CA	92130	
Independent Petroleum Assoc. of America		1201 15th St, NW		Ste 300	Washington	DC	20005	
Independent Petroleum Assoc. of America		PO Box 79584			Baltimore	MD	21279-0584	
IndexUniverse LLC		201 Mission Street		Suite 720	San Francisco	CA	94105	
IndexUniverse LLC		353 Sacramento Street		Suite 1520	San Francisco	CA	94111	
INDIANA DEPARTMENT OF REVENUE		PO BOX 1028			Indianapolis	IN	46206-1028	
Indiana Securities Division		Securities Division		302 West Washington Street, Room E-111	Indianapolis	IN	46204	
Infinity Litigation		31411 Hood St, #103			Dallas	TX	75219	
Informa Investment Solutions		PO Box 416014			Boston	MA	02241-6014	
Informa Investment Solutions		4 Westchester Park Drive			White Plain	NY	10604-0000	
Informa UK Ltd.		PO Box 32794			Hartford	CT	06150-2794	
Information Management Network		225 Park Avenue South, 7th Fl			New York	NY	10003	
INFOTECH		92 CORPORATE PARK		STE C703	Irvine	CA	92606	
INNES, JOHN		Address on File						
Innovative Legal Solutions, Inc.		440 Louisiana, Suite 1100			Houston	TX	77002	
INSIDE CMS		PO BOX 7167		BEN FRANKLIN STATION	Washington	DC	20044-7167	
INSIDE HEALTH POLICY.COM		PO BOX 7167		BEN FRANKLIN STATION	Washington	DC	20044-7167	
Insider Score		254 Witherspoon St			Princeton	NJ	08542	
InsiderScore, LLC		254 Witherspoon Street			Princeton	NJ	08542	
InsiderScore, LLC		100 Thanet Circle		Suite 300	Princeton	NJ	08540-0000	
Insight		PO Box 78825			Phoenix	AZ	78825	
Insight Direct USA, Inc.		PO Box 731069			Dallas	TX	75373	
Insight Investments		611 Anton Blvd		Suite 700	Costa Mesa	CA	92626	
Instant Technologies		54 Ross Road			Durham	NH	03824	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Institute for International Research		PO BOX 3685			Boston	MA	02241-3685	
Institute for Portfolio Alternatives		PO Box 480			Ellicott City	MD	21041-0480	
Institute for Private Investors		17 State Street	5th Floor		New York	NY	10004	
Institutional Investor News	Attn Andrew Levin	225 Park Ave South, 8th Flr			New York	NY	10003	
Institutional Investor News	ATTN Jeff Schilling	225 Park Ave. South	7th Floor		New York	NY	10003	
Institutional Investor News	Attn Mutual Fund Industry Awards	PO Box 1575			New York	NY	10008	
Institutional Investor News		PO BOX 5034			Brentwood	TN	37024	
Institutional Investor News		PO Box 417611			Boston	MA	02241-7611	
Institutional Investor News		PO BOX 1575			New York	NY	10008-1575	
Institutional Investor News		PO Box 4009			Chesterfield	MO	63003-4009	
Institutional Investor Newsletters		PO BOX 5016			Brentwood	TN	37024-9549	
Institutional Investor Newsletters		PO Box 5018			Brentwood	TN	37024-9552	
Institutional Investor Newsletters		PO BOX 5030			Brentwood	TN	37024-9555	
Institutional Investor, LLC		PO Box 417611			Boston	MA	02241-7611	
Institutional Recovery Solutions, Inc.		626 RXR Plaza			Uniondale	NY	11556	
Insurance Commissioner of Iowa		Securities Bureau	601 Locust Street, 4th Floor		Des Moines	IA	50309-3738	
INSYNC ELECTRONIC MEDIA DESIGN, LLC		33 FELWAY DR			Coram	NY	11727	
Integra FEC LLC		1801 Lavaca Street, Suite 101			Austin	TX	78701	
Integrated Financial Associates, Inc.		265 E. Warm Springs Road, Suite 1-7			Las Vegas	NV	89119	
Integrated Financial Associates, Inc.	Carlyon Cica Chtd	3111 S. Rainbow Blvd., Suite 209			Las Vegas	NV	89146	
Integrated Solutions		425 Gotham Pkwy			Carlstadt	NJ	07072	
Interactive Data Pricing & Reference		PO BOX 98616			Chicago	IL	60693	
Interactive Data Pricing and Reference D		32 Crosby Drive			Bedford	MA	01730-0000	
InterDyn BMI		3001 Broadway St NE, #320			Minneapolis	MN	55413	
Interfor		575 Madison Avenue, Suite 1006			New York	NY	10022	
Internal Revenue Service	Attn Insolvency	1352 Marrows Road, 2nd Floor			Newark	DE	19711-5445	
Internal Revenue Service	Attn Linda Yao	4050 Alpha Road	MC 4505 NDAL		Farmers Branch	TX	75244	
Internal Revenue Service	Faye Coppel, Bankruptcy Specialist	1100 Commerce St	M/S MC5027DAL		Dallas	TX	75242	
Internal Revenue Service		P.O. BOX 21126			Philadelphia	PA	19114	
Internal Revenue Service		STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
Internal Revenue Service		Ogden			Ogden	UT	84201-0039	
International Assets Advisory, LLC		390 North Orange Ave	Ste 750		Orlando	FL	32801	

Appx. 00435

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
International Bar Association		10th Flr 1 Stephen St			London		W1T 1AT	United Kingdom
International Foundation		18700 W. Bluemound Rd	PO Box 69		Brookfield	WI	53008-0069	
Intertrust		190 Elgin Ave	George Town		Grand Cayman		KY1-9000	Cayman Islands
Intex Solutions, Inc.	Accounts Receivable	110 A St			Needham	MA	02494-2807	
Intralinks Inc.		P.O. Box 10259			New York	NY	10259	
Intralinks Inc.		150 East 42nd St	8th floor		New York	NY	10017-0000	
Intuit		PO Box 30860			Los Angeles	CA	90030-0860	
Intuit		P.O. Box 130114			Dallas	TX	75313	
INVeSHARE, Inc.		PO Box 568			Alpharetta	GA	30009-0568	
Investigative Management Group		825 Third Avenue	18th Floor		New York	NY	10022	
Investment Company Institute		PO Box 759456			Baltimore	MD	21275	
Investment Company Institute		Dept. 3077			Washington	DC	20061-3077	
Investment Management Advisors, LLC		3131 Maple Ave., Suite 7E			Dallas	TX	75201	
Investment Management Institute		123 Mason St			Greenwich	CT	06830	
Investment Management Institute		165 W. Putnam Avenue	2nd Floor		Greenwich	CT	06830	
Investment Planners, Inc.		PO Box 170			Decatur	IL	62525-0170	
Investment Professionals Conference	Attn Rachel Christensen	470 Tanner Building			Provo	UT	84602	
Investment Program Association		PO Box 480			Ellicott City	MD	21042-0480	
InvestmentWires, Inc.		14 Wall Street	20th Floor		New York	NY	10005	
Investor Force, Inc.		Lockbox # 415926			Boston	MA	02241-5926	
Investors Bank & Trust Company		200 Clarendon Street	Mail Code EUC 108		Boston	MA	02116	
Investors Business Daily		12655 Beatrice St.			Los Angeles	CA	90066	
IPC Information Systems, Inc.		PO Box 26644			New York	NY	10087	
IPC Network Services, Inc.	Harborside Financial Center	1500 Plaza 10	15th Floor		Jersey City	NJ	07311	
Ipitomi Limited		3rd Floor	125 Wood Street		London		EC2V 7AN	United Kingdom
Ipreo Data Inc.		421 Fayetteville Street	Suite 900		Raleigh	NC	27601	
IRELL & MANELLA LLP		840 NEWPORT CENTER DR	STE 450		Newport Beach	CA	92660-6324	
IRENE KUBERT	LASC	600 SOUTH COMMONWEALTH AVE, DEPT 316			Los Angeles	CA	90005	
Iron Mountain - Off-Site Data Protection		PO Box 915026			Dallas	TX	75391-5026	
Iron Mountain Records Management	Whitelaw House	Alderstone House Business Park	MacMillan Rd		Livingston		EH54 7DF	United Kingdom
Iron Mountain Records Management		PO Box 915004			Dallas	TX	75391-5004	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ironwood Legal Solutions		Level 8, South Wing			Colombo		2	Sri Lanka
IRR - Las Vegas		Millennium House, 46/58, Nawam Mawatha	Suite 100		Las Vegas	NV	89147	
IRS		8367 West Flamingo Road			Dallas	TX	75242	
Irving ISD	Elizabeth Weller	Earle Cabell Federal Building	1100 Commerce St #121		Dallas	TX	75207	
Irving, Katie		Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000					
Isaac D. Leventon	c/o David Neier	Address on File						
Isaac Leventon	Debra A. Dandeneau	Winston Strawn LLP	200 Park Avenue		New York	NY	10166	
Isaac Leventon	Michelle Hartmann	Baker & McKenzie LLP	452 Fifth Avenue		New York	NY	10018	
Island Love Rebuilding Fund		Baker & McKenzie LLP	1900 North Pearl, Suite 1500		Dallas	TX	75201	
Itech Inc.		PO Box 53412			Lafayette	LA	70505-3412	
		6230 Wilshire Blvd, # 145			Los Angeles	CA	90048	
ITG Investment Research, Inc.	Attn Chris Stilo	380 Madison Ave			New York	NY	10017	
ITG Investment Research, Inc.		1270 Avenue of the Americas			New York	NY	10020	
ITG Investment Research, Inc.		PO Box 30270			New York	NY	10087-0270	
Ivanti Security		698 West 10000 South			Jordan	UT	84095-0000	
Ivins, Phillips & Barker Chartered		1700 Pennsylvania Avenue, NW			Washington	DC	20006	
J Gregory Stone		Address on File						
J. Sagar Associates		Vakils House	18 Sprott Road	Ballard Estate	Mumbai		400 001	India
J.C. Trident, Inc.		9035 Orlando Ave			Navarre	FL	32566	
Jack Boles Parking		PO Box 190326			Dallas	TX	75219-0326	
Jack Takacs		Address on File						
JACK YANG		Address on File						
Jackson Walker		PO Box 130989			Dallas	TX	75313-0989	
Jackson Walker LLP	Michael S. Held	2323 Ross Ave., Suite 600			Dallas	TX	75201	
Jackson Walker LLP		PO BOX 130989			Dallas	TX	75313-0989	
Jackson, Jesse		Address on File						
JACOBS ENGINEERING GROUP		PO BOX 651063			Charlotte	NC	28265	
JAGADEESH REDDY		Address on File						
Jain, Ajit		Address on File						
Jain, Ajit		Address on File						
Jain, Bhawika		Address on File						
Jain, Bhawika		Address on File						
JAKE AMBROSE		Address on File						
Jake Istnick		Address on File						
JAMAL CARTY		Address on File						
James A Shilkett		Address on File						
James C. Merrill & Associates, Inc.		14677 Midway Rd, Ste 203			Addison	TX	75001	
James D. Calver		Address on File						
James D. Dondero	D. Michael Lynn	Address on File						
James D. Dondero		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
James Dondero, as the successor-in-interest to the Canis Major Trust	James D. Dondero	D. Michael Lynn	420 Throckmorton Street, Suite 1000		Fort Worth	TX	76102	
James Edward		Address on File						
James Klein		Address on File						
James Lamar		Address on File						
James Love		Address on File						
James Mathis Consulting LLC								
		3701 Braewood Circle			Plano	TX	75093	
		Bank of Marshall Islands Building, 2nd Floor, PO Box 509			Majuro		96960	Marshall Islands
James McCaffrey		Address on File						
JAMES PAGLIAROLI		Address on File						
James Palmer		Address on File						
James Peterson		Address on File						
James R. Thompson		Address on File						
James T. Bentley		Address on File						
James, Carter & Coulter, P.L.C.	Schulte Roth & Zabel LLP	919 Third Avenue			New York	NY	10022	
JAMESON, MATTHEW		500 Broadway	Suite 400		Little Rock	AR	72203	
JAMS, Inc.		Address on File						
Jane Rose Reporting Inc.		PO Box 512850			Los Angeles	CA	90051-0850	
Janet McGreal		2547 State Hwy. 35	Suites 1&2		Luck	WI	54853	
JANIS ROGERS & ASSOCIATES		Address on File						
Jansen & Palmer, LLC		1545 W MOCKINGBIRD LN	STE 1032		Dallas	TX	75235	
JANULESKI, GEOFFREY J		4746 Elliot Avenue South			Minneapolis	MN	55407	
Japan Alternative Investment Co Ltd		Address on File						
		19th Floor, KDDI Otemachi Bldg	1-8-1 Otemachi, Chiyoda-ku		Tokyo		100-0004	JAPAN
Japanese Evangelical Missionary Society								
Jardine, Jeffrey		948 East Second St			Los Angeles	CA	90012-4382	
Jardine, Jordan		Address on File						
Jaron Stern		Address on File						
Jason Chang		Address on File						
Jason Goldsmith		Address on File						
Jason Hoarell		Address on File						
Jason Kathman		Address on File						
JASON KIRSCHNER		Address on File						
Jason L. Janik		Address on File						
Jason Post		Address on File						
Jason Rothstein								
JASON SANTAMARIA	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Jason Vanacour		Address on File						
Jason Vanacour		Address on File						
Jasper CLO Ltd MMP-5 Funding, LLC and IXIS Financial Products Inc.	Jasper CLO Ltd.	PO Box 1234 Queengate House						
			South Church Street	The Directors	Grand Cayman			Cayman Islands

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jasper CLO Ltd.	JPMorgan Chase Bank	600 Travis Street	50th Floor	Worldwide Securities Services - Jasper CLO Ltd.	Houston	TX	77002	
Jasper CLO Ltd.		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Jasper CLO Ltd. JPMorgan Chase Bank, National Association	Jasper CLO Ltd. c/o Maples Finance Limited	Queensgate House, South Church Street, George Town		P.O. Box 1093GT	Grand Cayman			Cayman Islands
Jasper CLO, Ltd.	c/o Ogier Fiduciary Services (Cayman) Limited	PO Box 1234	Queensgate House, South Church Street		Grand Cayman			Cayman Islands
Jay Angotti		Address on File						
Jay Borikar		Address on File						
Jay Gierak		Address on File						
Jay M Cohen, PA		PO Box 2210			Winter Park	FL	32790	
Jay Slulis		Address on File						
Jay Steigenwald		Address on File						
JB Sigmon		Address on File						
JDRF Greater Dallas Chapter		9400 N Central Expressway	Suite 1201		Dallas	TX	75231	
Jean Paul Sevilla	Baker & McKenzie LLP	Debra A. Dandeneau	452 Fifth Avenue		New York	NY	10018	
Jean Paul Sevilla	c/o David Neier, Winston Strawn LLP	200 Park Avenue			New York	NY	10166	
Jean Paul Sevilla	Michelle Hartmann	Baker & McKenzie LLP	1900 North Pearl, Suite 1500		Dallas	TX	75201	
Jean Paul Sevilla		Address on File						
Jean-Francois Lemay		Address on File						
Jeff Cohen		Address on File						
Jeff Damec		Address on File						
Jeff Gilbert		Address on File						
Jeff Graham		Address on File						
Jeff Habicht		Address on File						
Jeff Seaver		Address on File						
Jeff Turner		Address on File						
Jefferies	Ronald Wong	101 California Street	Suite 3100		San Francisco	CA	94111	
Jefferies LLC	Attn Casey Doherty	c/o Dentons US LLP	1221 McKinney Street, Suite 1900		Houston	TX	77010-2006	
Jefferies LLC	Attn Christopher Bianchi	Prime Brokerage Services	520 Madison Avenue		New York	NY	10022	
Jefferies LLC	Christopher Bianchi	520 Madison Avenue, 2nd Floor			New York	NY	10022	
Jefferies LLC	Dentons US LLP	Attn Lauren Macksoud, Esq. and Patrick Maxcy, Esq.	1221 Avenue of the Americas		New York	NY	10020	
Jefferies LLC		520 Madison Avenue, 12th Floor			New York	NY	10022	
Jeffrey Dutton		Address on File						
Jeffrey Rose		Address on File						
Jehyun Law		11st Floor, Samsung Life East Yeouido Bldg, 25		2GIl 17, International Financial-Ro	Yeongdeungpo-Gu	Seoul	150-878	South Korea
JEMS		948 EAST 2ND ST	Yeouido-Dong		Los Angeles	CA	90012-4317	
Jenifer Jurrius		Address on File						
JENKINS, AMY		Address on File						
JENNA BRIDGES		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JENNER & BLOCK LLP		353 N CLARK ST			Chicago	IL	60654-3456	
Jenni Logan		Address on File						
Jennifer Buntz		Address on File						
JENNIFER LYNN HUNTSMAN TRUST	ATTN BRIAN SHRUM	1 S MAIN ST 12TH FLR			Salt Lake City	UT	84111-1904	
Jennifer Ricci		Address on File						
Jennifer Wootton		Address on File						
JENSEN, ASTRID		Address on File						
JENSEN, MARTY		Address on File						
Jeong, Sang K.		Address on File						
Jeremy Kross		Address on File						
Jeremy Simpson		Address on File						
JERICHO SERVICES		2571 MERRELL RD			Dallas	TX	75229	
Jerome Carter	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76012-4135	
Jessica Gimbel		Address on File						
Jessica Hoskings		Address on File						
Jessica Nalder		Address on File						
Jessica Ogle		Address on File						
Jessup Holdings LLC	Attn John Mandler	c/o Mandel, Katz and Brosnan LLP	100 Dutch Hill Road, Suite 390		Orangeburg	NY	10962	
Jesuit Alumni Homecoming Jeti, Vikram		12345 Inwood Rd			Dallas	TX	75244	
JEWISH FEDERATION OF GREATER DALLAS	ATTN KAREN HANEY	JACOB FELDMAN BUILDING	7800 NORTHAVEN RD		Dallas	TX	75230	
JHAWER, SHANTANU		Address on File						
JHT Holdings, Inc.	Attn Christopher Reehl	10801 Corporate Drive	PO Box 581025		Pleasant Prairie	WI	53158	
Jillian Ashenbrenner		Address on File						
Jim Pagliaroli		Address on File						
Jinny Cha		Address on File						
JB Hilliard, WL Lyons LLC	Attn Mac Thomas	500 West Jefferson Street			Louisville	KY	40202	
JOCELYN FRANK FABIANCIC		Address on File						
Jocoy, Laura C.		Address on File						
JOE DOUGHERTY		Address on File						
JOE DOUGHERTY		Address on File						
JOE EMMANUEL		Address on File						
Joe Farach		Address on File						
Joe Foster Company LLC		25 Highland Park Village	Suite 100-880		Dallas	TX	75205	
Joe Joyner		Address on File						
Joe Kingsley		Address on File						
Joe Laganza		Address on File						
Joe Norton		Address on File						
Joe Scanlon		CRT Capital Holdings LLC	262 Harbor Drive		Stamford	CT	06902	
JOEL ESHBAUGH		Address on File						
Joel Zeff Creative		PO Box 979			Coppell	TX	75019	
Johanna McBroom		Address on File						
JOHN A TOWNSEND, IOLTA	TAX PROCEDURE GROUP	5615 KIRBY DR, STE 830			Houston	TX	77005	
John Burer		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
John Caron		Address on File						
John Chant		Address on File						
John Crocker		Address on File						
John Duval Associates		400 East 56th St Ste 10-S			New York	NY	10022	
John Duval Associates		446 Milan Hill Rd			Red Hook	NY	12571	
John F. Yang	KLS Financial Advisors	127 Main Street, Suite A			Chatham	NJ	07928	
John F. Jack Yang	Daniel P Winikka	Loewinsohn Flegle Deary Simon LLP	12377 Merit Drive, Suite 900		Dallas	TX	75251	
John F. Jack Yang		Address on File						
John F. Warren, Dallas County Clerk	Attn Central Records	600 Commerce St--B1			Dallas	TX	75202	
JOHN FRUSHA		Address on File						
JOHN GALANTE		Address on File						
John Gavin		Address on File						
John Guagliardo		Address on File						
John Hancock Life Insurance		PO Box 894764			Los Angeles	CA	90189-4764	
John Hare		Address on File						
JOHN HENNEGAN		Address on File						
John Holmes		Address on File						
John Honis		Address on File						
John Howard		Address on File						
JOHN HUNTINGTON		Address on File						
John Ly		Address on File						
John Martin		Address on File						
JOHN MELTON		Address on File						
John Morgan		Address on File						
JOHN MORRIS		Address on File						
John Partchenko		Address on File						
John Paul Rafflo		Address on File						
John Perkins		Address on File						
John R Ames, CTA		Records Bldg, 500 Elm St	PO Box 139033		Dallas	TX	75313-9033	
John R Ames, CTA		PO Box 139066			Dallas	TX	75313-9066	
John R. Watkins		Address on File						
John Reineberg		Address on File						
John Seng		Address on File						
John Yang		Address on File						
JOHN, KYLE		Address on File						
Johnston Tobey Baruch, P.C.		3308 Oak Grove Avenue			Dallas	TX	75204	
Jolles Associates, Inc.		PO Box 930			Great Falls	VA	22066	
JON BURKE		Address on File						
JON MARTIN		Address on File						
JON TAYLOR		Address on File						
Jones Day		Address on File						
Jones Reporting Company Inc		Two Oliver Street			Boston	MA	02109	
Jones Roach & Caringella, Inc.		10920 Via Frontera Ste 440			San Diego	CA	92127-1732	
JONES, DAVID		Address on File						

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jones, Michael		Address on File						
Jones, Owen		Address on File						
JONES, ROBERT		Address on File						
Jones, Terrence O.		Address on File						
Jordan Fraker Photography		8806 San Fernando Way			Dallas	TX	75218	
Jordan Kahn Music Company		3941 Legacy Drive	#204 A-225		Plano	TX	75023	
Jordan Malouf		Address on File						
Jordan Thompson		Address on File						
Jordan, Hyden, Womble & Culbreth P.C.		500 N Shoreline, Ste 900N			Corpus Christi	TX	78471	
Jordan, Micah		Address on File						
JORDEN BURT		Address on File						
JORGE JARAMILLO		Address on File						
Jose Antonio Blanco & Asociados		Valentin Vergara 1675	1602 Florida		Buenos Aires			ARGENTINA
Jose Ontiveros		Address on File						
Josef Yehia		Address on File						
JOSEPH BIDJOKA		Address on File						
Joseph Kevin Ciavarra		Address on File						
Joseph R Pinkston III		Address on File						
Josh Bock		Address on File						
Josh Phillips		Address on File						
Josh Terry	Attn Rakhee V. Patel, Winstead PC	Address on File						
Josh Terry		Address on File						
Joshua & Jennifer Terry	c/o Brian P. Shaw, Esq.	Rogge Dunn Group, PC	500 N. Akard Street, Suite 1900		Dallas	TX	75201	
Joshua N. Terry on behalf of his IRAs and Jennifer G. Terry on behalf of her IRAs and The Terry Family 401-K Plan	Brian P. Shaw	500 N. Akard St. Suite 1900			Dallas	TX	75201	
Joshua N. Terry on behalf of his IRAs and Jennifer G. Terry on behalf of her IRAs and The Terry Family 401-K Plan		Address on File						
Joshua Tree Feeding Program Inc		1601 W Indian School Rd			Phoenix	AZ	85015	
Joy Squad Dallas		1725 Prescott Drive			Flower Mound	TX	75028	
JP Morgan		WSS GLOBAL FEE BILLING	PO BOX 26040		New York	NY	10087-6040	
JP Morgan		ITS Fee Billing	PO Box 911953		Dallas	TX	75391-1953	
JP MORGAN HEDGE FUND SERVICES		ONE BEACON ST., 19TH FLR			Boston	MA	02108	
JP Sevilla		Address on File						
JPMorgan Chase Bank	Worldwide Securities Services	600 Travis Street, 50th Floor			Houston	TX	77002	
JPMorgan Clearing Corp	ATTN Metrotech Center North	1 MetroTech Center # 1			Brooklyn	NY	11201	

Appx. 00442

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JPMORGAN FCS		13455 Noel Rd, Ste 1150			Dallas	TX	75240	
JPMORGAN FCS		WSS GLOBAL FEE BILLING	PO BOX 26040		New York	NY	10087-6040	
JT Magen & Company Inc		44 West 28th Street	11 th floor		New York	NY	10001	
Judy Chamberlin Entertainment		2604 Medline Ct			Southlake	TX	76092	
Jumpline, Inc. Web Hosting		PO Box 8789			St Petersburg	FL	33738-8789	
JUN HONG HENG		Address on File						
JUNG, KEVIN		Address on File						
Junior Achievement of Dallas	Altn Shelley Strickland	1201 W Executive Dr			Richardson	TX	75081	
JUNIOR LEAGUE OF DALLAS		8003 INWOOD RD			Dallas	TX	75209	
Justin Carfora		Address on File						
Justin Gould		Address on File						
Justin Nabours		Address on File						
Justin Smith		Address on File						
Juvenile Diabetes Research Foundation		200 Vesey St Frnt			New York	NY	10281-8000	
JW Cole Financial, Inc.		11811 N. Tatum Blvd	Ste 3055		Phoenix	AZ	85028	
JW Marriott Essex House NY		160 Central Park South			New York	NY	10019	
K & L Gates LLP		Suite 2800	1717 Main Street		Dallas	TX	75201	
K&L Gates LLP	A. Lee Hogewood, III	4350 Lassiter at North Hills Ave., Suite 300			Raleigh	NC	27609	
K&L Gates LLP	Altn Artouh Varshosaz	1717 Main Street, Suite 2800			Dallas	TX	75201	
K&L Gates LLP	James A. Wright III	State Street Financial Center	One Lincoln Street		Boston	MA	02111-2950	
K&L Gates LLP	Stephen G. Topetzes	1601 K Street, NW			Washington	DC	20006	
Kadlack & Associates		555 Republic Dr, suite 115			Plano	TX	75074	
KAHR REAL ESTATE SERVICES LLC		139 FULTON ST	STE 319		New York	NY	10038	
KAI CHEN		Address on File						
Kane Environmental Engineering, Inc.		8816 Big View Dr			Austin	TX	78730	
KANE RUSSELL COLEMAN & LOGAN PC		901 MAIN ST STE 5200			DALLAS	TX	75202-3705	
Kansas Corporate Tax Association		Department of Revenue	915 SW Harrison Street		Topeka	KS	66612-1588	
Kapil Mathur		229 E. William	Suite 211		Wichita	KS	67202-4027	
Kaplan Voekler Cunningham & Frank PLC		Address on File						
KAREL, TRAVIS		PO Box 2470			Richmond	VA	23218-2470	
Karen Weiss		Address on File						
Kari Kovelan	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Karl Eisleben		Address on File						
KARL FARMER		Address on File						
Karthik Bhavaraju		Address on File						
Kase Kinney		Address on File						
kasina, LLC		581 Avenue of the Americas	5th Floor		New York	NY	10011	

Appx. 00443

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP		1633 BROADWAY PO BOX 75160			New York	NY	10019-6799	
Kastle Systems		Address on File			Baltimore	MD	21275-5160	
Kathryn Plouff		600 Madison Avenue, 17th Floor			New York	NY	10022	
Katten Muchin Rosenman LLP	c/o Cedar Glade LP	525 W Monroe St			Chicago	IL	60661-3693	
KattenMuchinRosenman LLP		Address on File						
Kathik Bhavaraju		Address on File						
KAUFFMAN, PAUL		Address on File						
Kaufman County	Attn Elizabeth Weller	2777 N. Stemmons Freeway	Suite 1000		Dallas	TX	75207	
Kaufman County	c/o Laurie A. Spindler, Elizabeth Weller	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207	
Kavita Naik		Address on File						
KCD Financial	Attn Vicki Berger	3061 Allied St, Ste B	Suite B		Green Bay	WI	54304	
KCD Financial, Inc.		3061 Allied St.			Green Bay	WI	54304	
KEARNEY, JOSEPH D.		Address on File						
KEARNEY, JOSEPH D.		Address on File						
KEITH BECKMAN		Address on File						
Keith Bowers		Address on File						
Keith Dunlap		Address on File						
Keith Gorman		Address on File						
Keith Schneider		Address on File						
Kelan Advisors		Address on File						
Keller Williams	c/o Paula Barbee	PO Box 122			Lexington	MA	02420	
Kellie Stevens	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
KELLOGG		KELLOGG ALUMNI CLUB	7040 BROOKSHIRE DR.		Dallas	TX	75230	
Kellogg Huber Hansen Todd Evans		1615 M Street N.W.	Ste 400		Washington	DC	20036-3209	
Kelly Bennett		Address on File						
Kelly Correll		Address on File						
	Hugh G. Connor II, Michael D. Anderson and Katherine T. Hopkins							
Kelly Hart & Hallman		201 Main Street, Suite 2500			Fort Worth	TX	76102	
Kelly Hart & Pitre	Louis M. Phillips	301 Main Street, Suite 1600			Baton Rouge	LA	70801	
Kelly Hart Pitre	Amelia L. Hurt	400 Poydras Street, Suite 1812			New Orleans	LA	70130	
Kelsey Ellenberg		17510 West Grand Parkway South	Suite 510		Sugarland	TX	77479	
KEN KUNIMOTO		Address on File						
Ken Owen & Associates		801 West Ave			Austin	TX	78701-2207	
Ken Paxton Campaign		1505 Elm Street, #1601			Dallas	TX	75201	
Kendall + Landscape Architecture		6976 Santa Barbara Dr			Dallas	TX	75214-2561	
Kendall Best		Address on File						
Kennecott Funding Ltd	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
Kennedy DMC Austin		5810 Trade Center Dr	Suite 500		Austin	TX	78744	
KENNETH BELLAIRE		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kenneth Daewoo Park		Address on File						
Kenneth L Maun	Tax Assessor Collector	Collin County	PO Box 8046		McKinney	TX	75070	
Kenneth L. Maun		PO Box 8046			McKinney	TX	75070-8046	
Kenneth Tharp		Address on File						
Kenny Juarez		Address on File						
Kensho Technologies, Inc.		17 Dunster St	Suite 300		Cambridge	MA	02138	
KENT CAPPS		Address on File						
Kent Gatzki		Address on File						
Kentucky State Treasurer	Division of Securities	1025 Capital Center Drive, Suite 200						
KERA		3000 Harry Hines Blvd			Frankfort	KY	40601	
Kercsmar & Feltus PLLC		6263 N. Scottsdale Rd.	Suite 320		Dallas	TX	75201	
Kerns, Brian		Address on File			Scottsdale	AZ	85250	
Kerri Kearney		Address on File						
KEVIN CLEARY		Address on File						
Kevin Dowd		Address on File						
Kevin Dunwoodie		Address on File						
KEVIN ETHRIDGE		Address on File						
KEVIN LATIMER		Address on File						
Kevin Messerle		Address on File						
Kevin Potts		Address on File						
Kevin Price		Address on File						
KEVIN SHAHBAZ		Address on File						
KeyBank National Association	as Administrative Agent	225 Franklin Street, 18th Floor			Boston	MA	02110	
KeyBank National Association	as Agent	127 Public Square			Cleveland	OH	44114	
Keybank National Association	ATTN KREC Loan Services	4910 Tiedman Road	3rd Floor		Brooklyn	OH	44144	
KFORCE PROFESSIONAL STAFFING		PO BOX 2277997			Atlanta	GA	30384-7997	
KidLinks		6387B Camp Bowie Blvd	#278		Fort Worth	TX	76116	
KidLinks Foundation		5485 Belt Line Rd	Suite 400		Dallas	TX	75254-7604	
Kiely, Thomas		Address on File						
Kicullen & Company		150 N. Radnor Chester Rd.	Suite C210		Radnor	PA	19087	
KILLEBREW, MATT		Address on File						
Kim & Chang		Seyang Building, 223 Naeja-dong	Jongno-gu		Seoul			South Korea
Kim Dawson Agency		1645 Stemmons Freeway	Suite #B		Dallas	TX	75207	
Kim Leslie Shafer		Address on File						
Kim R. Kunz		Address on File						
Kim, Austen		Address on File						
KIM, HELEN		Address on File						
Kinder, Travis		Address on File						
KING & SPALDING LLP		1180 Peachtree St NE			Atlanta	GA	30309-3521	
KING & SPALDING LLP		PO Box 116133			Atlanta	GA	30368-6133	
King & Wood Mallesons LLP		10 Queen Street Place			London		EC4R 1BE	United Kingdom
Kingwood Administrative Services		15 Golf Linds Ct			Kinwood	TX	77339	

Appx. 00445

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kingwood Forestry Service, Inc		PO Box 1290			Monticello	AR	71657	
Kingwood Forestry Services, Inc		145 Greenfield Drive			Monticello	AR	71655	
Kinney Recruiting LP		106 E 6th St Ste 300			Austin	TX	78701	
Kinsley & Associates, LLC		6732 West Coal Mine Avenue	#500		Littleton	CO	80123	
Kirkland & Ellis		777 S Figueroa St Ste 3700			Los Angeles	CA	90017	
Kirkland & Ellis		153 E 53RD ST	CITIGROUP CENTER		New York	NY	10022-4611	
Kirkpatrick Lockhart Preston		SUITE 2800	1717 MAIN ST		Dallas	TX	75201	
Kirkpatrick Lockhart Preston		1601 K Street NW			Washington	DC	20006-1600	
Gates Ellis								
Klee, Tuchin, Bogdanoff & Stern		2121 Ave of the Stars, Flr 33			Los Angeles	CA	90067	
Kleinberg, Kaplan, Wolff & Cohen		551 Fifth Ave 18th Flr			New York	NY	10176	
Kline & Kline		8117 Preston Rd, Ste 300			Dallas	TX	75225	
Klisares, Michael		Address on File						
KLOS, DAVID		Address on File						
Klosters Trading Corporation		61 Heather Lane			Williston	VT	05495	
KMS Financial Services, Inc.	Attn Megan Slater	2001 Sixth Avenue, Suite 280			Seattle	WA	98121-9833	
Knecht365 US, Inc.		PO Box 3685			Boston	MA	02241-3685	
KNIGHT ELECTRICAL SERVICES CORP		599 11th Avenue			New York	NY	10036	
KNIGHT ELECTRICAL SERVICES CORP		111 8TH AVE	STE 526		New York	NY	10011-5298	
Knights of Columbus		2280 Springlake Road			Dallas	TX	75234	
Knott, Brandon		Address on File						
Knott, Brandon		Address on File						
Knox, Haley		Address on File						
KNUTSON, DEREK		Address on File						
Koch Companies Public Sector, LLC		PO Box 93901			Chicago	IL	60673	
Kody Krause		Address on File						
Komen Dallas Race for the Cure	ATTN GARI PHILLIPS	12820 HILLCREST	STE C105		Dallas	TX	75230	
Komen Dallas Race for the Cure		765 NorthPark Center			Dallas	TX	75225	
Korea Chonha Translation Co., Ltd.		1024 Manhattan Bldg. 36-2	Yeungdeungpo-gu		Seoul		150-746	South Korea
Korea Standard Transl Center Co. Ltd.		S-701, Garden 5 Works	Munjeong-dong Songpa-gu		Seoul		138-200	South Korea
KORNGUT, BRYAN		Address on File						
KORTLANDER, MATTHEW		Address on File						
KORTLANDER, MATTHEW A.		Address on File						
Kouzmenko, Svetlana		Address on File						
Kovack Securities Inc.		6451 N. Federal Hwy	Suite 1201		Ft. Lauderdale	FL	33308	

Appx. 00446

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kovelan, Kari		Address on File						
KPMG LLP		3 Chesnut Ridge Rd			Monvale	NJ	07645	
KRAMER LEVIN NAFTALIS & FRANKEL LLP		1177 AVENUE OF THE AMERICAS			New York	NY	10036-2714	
Krishnan, Prasad		Address on File						
Kroll Associates, Inc.		475 Sansome Street	Suite 510		San Francisco	CA	94104	
Kromann Reumert		Sundkrogsgade 5			Copenhagen		DK-2100	DENMARK
Kruse & Associates, Ltd.		180 North LaSalle Street, Ste 3700			Chicago	IL	60601	
Krytzer, Damon		Address on File						
KUCHLER, TOM		Address on File						
Kuehn, Richard		Address on File						
KULWICH, STEPHANIE		Address on File						
Kuperman, Orr & Albers PC		2801 Via Fortuna	Suite 430		Austin	TX	78746	
KURATTI, MOHAN		Address on File						
KURT DAUM		Address on File						
KURT DAUM		Address on File						
KURT PLUMER		Address on File						
Kurtis Plumer		Address on File						
Kurtosys Systems Inc.		134 5th Ave	3rd Floor		New York	NY	10011	
KWOK, NAM		Address on File						
L.A. Fuess Partners		3333 Lee Pkwy, Ste 300			Dallas	TX	75219	
L.C. Kirk & Co		101 W Argonne	Ste 16		Saint Louis	MO	63122	
LABADIE, MICHAEL		Address on File						
Lackey Hersman LLP	Paul Lackey, Esq.	Stinson LLP	3102 Oak Lawn Avenue, Ste 777		Dallas	TX	75219	
Lackey Hersman LLP		3102 Oak Lawn, Ste 777			Dallas	TX	75219-4241	
LAFFER ASSOCIATES		103 Murphy Court			Nashville	TN	37203	
LAH Investments, LLC		4 Circle Drive			Rumson	NJ	07660	
Lamba, Menka		Address on File						
LAMENDS DORF, JONATHAN		Address on File						
Lamplighters Parents Association		11611 Inwood Road			Dallas	TX	75229	
Landmark Graphics Corp		PO Box 301341			Dallas	TX	75303-1341	
Landmark Graphics Corp		2107 CityWest Blvd	Building 2		Houston	TX	77042-2827	
Landmark Graphics Corporation		10200 Bellaire Blvd			Houston	TX	77072-5299	
Landon Patterson		Address on File						
Landpro Corporation		21755 I-45 North	Building 7		Spring	TX	77388	
Landry, John		Address on File						
Lanier Worldwide, Inc.		PO Box 105533			Atlanta	GA	30348-5533	
Larkin, William		Address on File						
LAROCHE PETROLEUM CONSULTANTS, LTD		4600 GREENVILLE AVE	STE 160		Dallas	TX	75206	
LaRoche Petroleum Consultants, Ltd.		2435 N. Central Expwy	Suite 1500		Richardson	TX	75080	
LARRY LINDSEY		Address on File						
Lars Enstrom		Address on File						
LARSEN, JESS S.		Address on File						
LARSON & MCGOWIN INC.		254 NORTH JACKSON ST	PO BOX 2143		Mobile	AL	36652	

Appx. 00447

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Laser App		222 Valley Creek Blvd, Ste 300			Exton	PA	19341	
Laser App		3190 Shelby Street	Suite D-100		Ontario	CA	91764	
LATENTZERO INC		160 Federal Street	16 th Floor		Boston	MA	02110	
LATENTZERO INC		PO BOX 415437	16TH FLR		Boston	MA	02241	
LATENTZERO INC		Dept CH 16755			Palatine	IL	60055-6755	
Lateral Group NA, LLC		5516 Collection Ctr Drive			Chicago	IL	60693	
Latham & Watkins LLP	Andrew Clubok, Sarah Tomkowiak	555 Eleventh Street, NW, Suite 1000			Washington New York	DC	20004	
Latham & Watkins LLP	Jamie Wine	885 Third Ave.			New York	NY	10022-4834	
Latham & Watkins LLP	Jeffrey E. Bjork, Kimberly A. Posin	355 South Grand Avenue, Ste. 100			Los Angeles	CA	90071	
LATHAM & WATKINS LLP		PO BOX 7247-8181			Philadelphia	PA	19170-8181	
Latham and Watkins LLP	Asif Attarwala	330 North Wabash Ave. Suite 2800			Chicago	IL	60611	
LATIMER, KEVIN		Address on File						
Latin Markets		10 W. 37th St	7th Floor		New York	NY	10018	
LatinFinance		Subscriptions	PO Box 4009		Chesterfield	MO	63006-4009	
Lattig, Larry		Address on File						
Lauren A. Coleman		Address on File						
Lauren Brady		Address on File						
LAUREN HOLLAND		Address on File						
Lauren Powell		Address on File						
Lauren Roche		Address on File						
Lauren Sekerke		Address on File						
Lauren Selevan		Address on File						
Lauren Theford	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	United Kingdom
Law Debenture Corporate Services Limited		Fifth Floor	100 Wood Street		London		EC2V 7EX	
LAW JOURNAL PRESS		PO BOX 18105			Newark	NJ	07191-8105	
Law Office of Michael R. Boling		2305 W. Parker Rd	Suite 203		Plano	TX	75023	
Law Office of Sean F. Oshea		90 Park Ave, 20th Flr			New York	NY	10016	
Law Offices of Art Brender		600 Eighth Avenue			Ft. Worth	TX	76104	
LAW OFFICES OF CHAPMAN & CUTLER		PO BOX 71291			Chicago	IL	60694	
Law Offices of Charles Renfrew		710 Sansome St			San Francisco	CA	94111-1704	
LAW OFFICES OF CHRISTOPHER NOLLAND		1717 MAIN ST	STE 5550 LB 39		Dallas	TX	75201	
LAWLER, TIMOTHY		Address on File						
Lawrence A. Hamermesh		Address on File						
Lawrence Labanowski		Address on File						
LAWRENCE, SUZANNE		Address on File						
Lawyers Title of Arizona, Inc.		3131 E. Camelback Rd	Suite 220		Phoenix	AZ	85016	
LB GROUP, LLC	ATTN J LYONS BREWER	274 RIVERSIDE AVE			Westport	CT	06880	
LE, ELI		Address on File						
LEAK, ELIZABETH		Address on File						
LEAP Foundation		9101 N Central Expressway	Suite 600		Dallas	TX	75231	

Appx. 00448

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LED ENTERPRISES, INC.		11131 SHADY TRAIL			Dallas	TX	75229	
LEDERMAN, SHAWN		Address on File						
Lee Lord		Address on File						
Lee Park and Arlington Hall Conservancy		3333 Turtle Creek Blvd.			Dallas	TX	75219	
Lee, Dylan		Address on File						
Lee, Jae		Address on File						
LEE, JEFFREY		Address on File						
Lee, Shawn		Address on File						
Lee, Woenjun		Address on File						
Legal Concierge, Inc.		3975 McCreary Road			Parker	TX	75002	
LegalLink Dallas		PO Box 277951			Atlanta	GA	30384	
LegalLink Dallas		PO Box 538481			Atlanta	GA	30353-8481	
Legalpeople LLC		134 N. LaSalle Street, Ste 800			Chicago	IL	60602	
LegalSource LS, LLC		601 West 5th St, Ste 240			Los Angeles	CA	90071	
LEGG, BRIAN		Address on File						
Leif M Clark Consulting PLLC		PO Box 2676			San Antonio	TX	78299	
LEMME, MATTHEW		Address on File						
LEMUS, LUIS		Address on File						
LEMUS, LUIS C.		Address on File						
LENGE, ANDREW		Address on File						
Lenz & Staehelin		Route de Chene 30	CH-1211		Geneva		6	Switzerland
LEO, EDWARD		Address on File						
Leonard Budyonny		Address on File						
LESUE GILB TAPLIN LIVING TRUST		Address on File						
Leslie Kwang		Address on File						
Leung, Timothy		Address on File						
LEVENTON, ISAAC		Address on File						
Levinger PC		Address on File						
Levinger PC		1445 Ross Avenue	Suite 2500		Dallas	TX	75202	
Lewy & Salomao Advogados		1700 Pacific Ave Ste 2390			Dallas	TX	75201-7371	
Lewis J. Shuster		AV. Brog. Faria Lima, 2601-12oAndar	CEP 01452-924		Sao Paulo-SP			BRAZIL
		Address on File						
Lewis Silkin LLP		5 Chancery Lane	Cliffords Inn		London		EC4A 1BL	United Kingdom
Lewis, Rice & Fingersh, L.C.		500 N Broadway, Ste 2000			Saint Louis	MO	63102-2147	
Lexecon		332 S. Michigan Ave.			Chicago	IL	60604-4397	
LexisNexis		PO Box 733106			Dallas	TX	75373-3106	
Lexitas		P.O. Box 734298	Dept. 2012		Dallas	TX	75373-4298	
LHWL		PO Box 38011			Dallas	TX	75238	
Li, Chaoyi		Address on File						
Liberty CLO Ltd.	JPMorgan Chase Bank	600 Travis Street	50th Floor	Worldwide Securities Services-Liberty CLO, Ltd.	Houston	TX	77002	
Liberty CLO Ltd.	Liberty CLO, Ltd. c/o Walkers SPV Limited	Walker House, PO Box 908GT, Mary Street	George Town, Grand Cayman	The Directors	Grand Cayman			Cayman Islands

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Liberty CLO Ltd.		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Liberty Life Assurance Co of Boston		Group Benefits	PO Box 2658		Carol Stream	IL	60132-2658	
Liberty Life Assurance Company of Boston		100 Liberty Way			Dover	NH	03821-0000	
Liberty Mutual Insurance Company		175 Berkley St			Boston	MA	02116-0000	
LIDDLE, BRIANNE		Address on File						
Life Fitness		156 Oak Trail			Coppell	TX	75019	
LIFE INSURANCE COMPANY OF NORTH AMERICA		PO BOX 13701			Philadelphia	PA	19101-3701	
Lighthouse Document Solutions		723 Main St	Suite 430		Houston	TX	77002	
Lighthouse Document Solutions		2520 Caroline			Houston	TX	77004	
Lightpath Capital, Inc.		1453 Third Street Promenade	Suite 315		Los Angeles	CA	90401	
Lincoln Discovery Services, Inc.		42 Nevada Ave			Long Beach	NY	15161	
Lincoln Financial Advisors Corp.	Attn Trish Kendregan, FBO David Chazin	1300 S. Clinton Street, 1H-53			Fort Wayne	IN	46802	
Lincoln Financial Advisors Corp.		1 Independent Drive	Suite 2901		Jacksonville	FL	32202	
Lincoln Financial Advisors Corp.		Trish Kendregan	1300 S. Clinton St, IH-53		Fort Wayne	IN	46802	
Lincoln Financial Advisors Corp.		18400 Von Karman, Ste 400			Irvine	CA	92612	
LINDEN, RICHARD		Address on File						
Lindsey McCully		Address on File						
Lindsey Norman		Address on File						
Linear Technologies		259 West 30th Street	Suite 201		New York	NY	10001	
Linear Technologies, Inc.		259 West 30th Street, Suite 201			New York	NY	10001	
LinkedIn Corporation		62228 Collections Center Drive			Chicago	IL	60693-0622	
LinkedIn Corporation		1000 West Maude Avenue			Sunnyvale	CA	94085-0000	
Linsco/Private Ledger		9785 Towne Centre Dr			San Diego	CA	92121-1968	
LINVEL, SHANNON		Address on File						
Lipper Inc		PO Box 417148			Boston	MA	02241	
LiquidFiles		PO Box 2403			North Parramatta	NSW	01750	AUSTRALIA
Lisa Bock		Address on File						
Lisa Joseph		Address on File						
LISA RIDLEY		Address on File						
Litigation Paralegals, LLC		1717 McKinney Avenue	Suite 700		Dallas	TX	75202	
Litigation Research		15 Golf Links Court			Kingwood	TX	77339-5335	
Litigation Solution, Inc.		901 Main St Concourse 121			Dallas	TX	75202	
Litigation Research	ATTN Litigation Research	15 Gif Lknks Ct			Kingswood	TX	77339	
Little Forney Crossing, Ltd.	c/o Standridge Companies, Ltd	3008 E. Hebron Pkwy, Bldg 300			Carrollton	TX	75010	

Appx. 00450

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Littler Mendelson, PC		PO Box 45547			San Francisco	CA	94145-0547	
LIU, JEFF		Address on File						
Live Healthy America		1300 Walnut Street	Suite 100		Des Moines	IA	50309	
LiveWire Technologies, Inc.		PO Box 550			Little Elm	TX	75068	
Lizarazo, Mireya		Address on File						
Liaughing Llama Productions	Attn Robert Briscoe	11 Moller St			Tenafly	NJ	07670	
LLOYD GROUP		PO BOX 1374 MIDTOWN STATION			New York	NY	10018	
LLOYD, ANDREA K.		Address on File						
LNR and Associates		9426 Chimney Corner Lane			Dallas	TX	75243	
Loan Syndications and Trading	Attn Alicia Sansone	366 Madison Ave, 15th Floor			New York	NY	10017	
Loan Syndications and Trading	ATTN LORENA DELUCA	360 MADISON AVE, 16TH FLR			New York	NY	10017	
Locke Liddell & Sapp LLP		PO Box 911541			Dallas	TX	75391-1541	
Lockton Companies of Dallas		PO Box #671195			Dallas	TX	75267-1195	
Loews Coronado Bay	Jessica Gaines	Loews Business Service Center	424 Church Street, Suite 300		Nashville	TN	37219	
Loews Coronado Bay	Loews Coronado Bay Hotel	4000 Coronado Bay Road			Coronado	CA	92118	
Loews Coronado Bay Resort		4000 Coronado Bay Road			Coronado	CA	92118	
Loews Las Vegas Resort		101 MonteLago Blvd			Henderson	NV	89011	
Logan Allin		Address on File						
LogMeIn, Inc.		PO Box 50264			Los Angeles	CA	90074-0264	
LogoLink		3001 LBJ Freeway Ste 103			Dallas	TX	75234	
LOHRDING, BRIAN		Address on File						
Loiben, Tara		Address on File						
LOMBARDI, CHRISTOPHER		Address on File						
London Stock Exchange		10 Paternoster Square			London		EC4M 7LS	United Kingdom
Longhorn Credit Funding, LLC	c/o Lord Securities Corp.	48 Wall Street, 27th Floor	Attn Secretary		New York	NY	10005	
Longhorn Credit Funding, LLC		874 Walker Rd, Ste C			Dover	DE	19904-0000	
Looper Reed & McGraw P.C.		1601 Elm St, Ste 4600			Dallas	TX	75201	
Loren Jackson, District Clerk	Att Civil/Family Post Trial	PO Box 4651			Houston	TX	77210-4651	
Lori Hosea		Address on File						
LOSEY, NICHOLAS		Address on File						
LOUGHLIN MEGHUI + COMPANY, INC.		148 MADISON AVE	8TH FLOOR		New York	NY	10016	
LOUGHLIN MEGHUI + COMPANY, INC.		220 West 42nd Street, 9th Floor			New York	NY	10036	
Louis Dessaint		Address on File						
LOVELACE, NAOMI		Address on File						
Lowenstein Sandler PC		65 Livingston Ave			Roseland	NJ	07068	
Loyal Source		3504 Lake Lynda Drive	Suite 175		Orlando	FL	32817	
Loyens Loeff		Address on File						
Loyola University- Barnett Professorship	ATTN Traci Wolff	Loyola University New Orleans	7214 St. Charles Ave., Campus Box 909		New Orleans	LA	70115	
LPGP Connect		98 Mereway Road			Twickenham		TW2 6RG	United Kingdom

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LPL Financial	Attn Accounts Receivable	PO Box 502308			San Diego	CA	92150-2308	
LPL Financial	Attn Client Comp Dept	4707 Executive Dr			San Diego	CA	92121-3091	
LPL Financial	Attn Comp Dept FBO Sid Lorio	4707 Executive Drive			San Diego	CA	92121-3091	
Lucas Associates, Inc.		PO Box 638364			Cincinnati	OH	45263-8364	
LUCAS Group		PO Box 406672			Atlanta	GA	30384-6672	
LUCAS VOILES		Address on File						
LUCHEY, BRITTANY		Address on File						
LUCIDITY CONSULTING GROUP LP	ATTN ROBIN PARSONS	1300 LOOKOUT DRIVE	SUITE 225		Richardson	TX	75082	
Lucy Bannon	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
LUI, VINCENT		Address on File						
Luis Gomez		Address on File						
Luis Lopez		Address on File						
Lumenson Security, Inc.		PO Box 912806			Denver	CO	80291-2806	
Luna, Jose		Address on File						
LUNNEY, BRITTANY		Address on File						
Lutheran High School	c/o Hannah Culburtson	9531 Milltrail			Dallas	TX	75238	
Luu, Joye		Address on File						
LVOVICH, YARASLAV		Address on File						
Lynn Pinker Cox & Hurst, L.L.P.	Michael K. Hurst, Esq.	Lynn Pinker Cox & Hurst, LLP	2100 Ross Avenue, Ste 2700		Dallas	TX	75201	
LYNN, PHAM & ROSS, LLP		PO BOX 190466			Dallas	TX	75219-4129	
Lynne Fiske		Address on File						
Lynx Capital, LLC		10900 Wilshire Blvd Ste 300			Los Angeles	CA	90024	
Lyon Wealth Management Inc.		14646 N Kierland Blvd, Ste 125	HighTower Advisors		Scottsdale	AZ	85254	
LYON, RICHARD D.		Address on File						
Lyons Brewer Group		274 Riverside Ave			Westport	CT	06880	
LYRECO		DEER PARK - DONNINGTON WOOD			TELFORD SHROPSHIRE		TF2 7NB	United Kingdom
M Patrick McShan		Address on File						
M&M The Special Events Company		9500 W 55th St Ste A			Countryside	IL	60525-7125	
M&S Technologies		2727 LBJ Freeway	Suite 810		Dallas	TX	75234	
M/S Media Productions Inc		512 Main Street, Suite 1301			Fort Worth	TX	76102	
MA Division of Unemployment Assistance		Revenue Service	19 StanifoRd St		Boston	MA	02114-2566	
Mabry, Will		Address on File						
Macaulay LLC		300 Delaware Avenue	Suite 760		Wilmington	DE	19801	
Macfarlanes		10 Norwich St			London		EC4A 1BD	United Kingdom
MACKENZIE PARTNERS, INC		105 MADISON AVE			New York	NY	10016	
MacroMavens		180 W 20th Street	Suite 1700		New York	NY	10011-0000	
MacroMavens, LLC		180 W. 20th Street	Suite 1700		New York	NY	10011	
MADDEN, SAMUEL		Address on File						
MaddenSewell, LLP		1755 Wittington Place	Ste 300		Dallas	TX	75234	
MAH, JEFFERY		Address on File						

Appx. 00452

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MAHMUD, GIBRAN		Address on File						
MailFinance		25881 Network Place			Chicago	IA	60673-1258	
Make-A-Wish Foundation of Metro New York		One Penn Plaza Ste 3600			New York	NY	10119	
MALCOLM M KNAPP, INC		46 E 92ND ST APT 5			NEW YORK	NY	10128-1371	
Malone Maxwell Borson Architects		718 North Buckner Blvd	Suite 400		Dallas	TX	75218	
Malwarebytes Corporation		10 Almaden Blvd, 10th Floor			San Jose	CA	95113	
Management Recruiters of Tallahassee		743 East Tennessee St			Tallahassee	FL	32308	
Management Search Inc		245 Peachtree Center Ave	suite 2500		Atlanta	GA	30303	
Manaswi Sharma		Address on File						
Manchester Grand Hyatt		PO Box 51914, Unit O			Los Angeles	CA	90051-6214	
MandateWire	ATTN Accounting	1430 Broadway, 12th Floor	Suite 1208		New York	NY	10018	
Manesh Shah		Address on File						
Mangia		50 West 57th Street			New York	NY	10019	
Mangin, Andrew		Address on File						
Manhattan Fire & Safety Corp.		242 West 30th Street	7th Floor		New York	NY	10001	
Manhattan Information Systems, Inc.		228 East 45th St			New York	NY	10017	
Manhattan Jewish Experience	Attn Danielle Yadaie	131 West 86th Street, Floor 11			New York	NY	10024	
Manian, Meagan		Address on File						
MANNING, ELLEN		Address on File						
MANO, JONATHAN		Address on File						
Mansoor Kazi		Address on File						
Manuel Lopez		Address on File						
Manulife Financial		PO Box 894764			Los Angeles	CA	90189-4764	
MANZO, MARC C.		Address on File						
MapAnything		5200 77 Center Dr, Ste 400			Charlotte	NC	28217	
Maples and Calder		UGLAND HOUSE	PO BOX 309GT S CHURCH ST	George Town	Grand Cayman			Cayman Islands
Maples Compliance Services (Cayman) Limi		PO Box 1093, Queensgate House			Grand Cayman		KY1-1102	Cayman Islands
Maples Fiduciary Services (Delaware) Inc.		4001 Kennett Pike, Ste 302			Wilmington	DE	19807	
MAPLES FINANCE		PO BOX 1093GT, QUEENSGATE HOUSE	SOUTH CHURCH ST		GEORGE TOWN		KY1-1104	Cayman Islands
MaplesFS	attn Peter Huber	Boundry Hall, Cricket Square	PO Box 1093		Grand Cayman		KY1-1102	Cayman Islands
MaplesFS Service Company Limited		PO Box 1093	Boundary Hall		GRAND CAYMAN		KY1-1102	Cayman Islands
Marble Care Unlimited		705 N. Bowser	#110		Richardson	TX	75081	
Marc Carlson		Address on File						
MARC FABER LIMITED		SUITE 3311-3313	TWO INTERNATIONAL FINANCE CENTER	8 FINANCE STREET	CENTRAL HONG KONG			HONG KONG
MARC KLYMAN		Address on File						
MARC MANZO		Address on File						
March of Dimes	attn Megan Fletcher	12660 Colt Road, Suite 200			Dallas	TX	75251	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Marco Consulting, LLC		913 Westminster Way			Southlake	TX	76092	
Marcus Evans Inc.		Address on File						
Margaret Peggy Boswell		Address on File						
Margarita Masters		906 Sunnyvale Dr			Arlington	TX	76010-2936	
Maricopa County Treasurer		301 West Jefferson St	Rm 100		Phoenix	AZ	85003	
Marion A. Patterson		Address on File						
Mark Badros		Address on File						
Mark Divine	Koa Kai, LLC	PO Box 232307			Leucadia	CA	92023	
Mark Drucker		Address on File						
Mark Gargiulo - CFO		Address on File						
MARK GELNAW		Address on File						
Mark K. Okada	Sullivan Cromwell LLP	Brian D. Gluckstein	125 Broad Street		New York	NY	10004	
Mark Kiniry		Address on File						
Mark Okada		Address on File						
Mark Patrick	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Mark Rywelski		Address on File						
Mark Schonfeld, Esq.		Securities & Exchange Commission	3 World Financial Center, Suite 400		New York	NY	10281-1022	
Mark Simmeljaer	Regional Director	Address on File						
Mark Turner		Address on File						
MARKET AXESS CORPORATION		LOCKBOX # 30023, GENERAL POST OFC	PO BOX 30023		New York	NY	10087-0023	
Market Builders, Inc.		433 Begonia Ave.	Suite A		Corona Del Mar	CA	92625	
Market76, Inc.		900 Grand Avenue			New Haven	CT	06511	
MarketResearch		6101 Executive Blvd Ste 110			Rockville	MD	20852	
Markets Group		10 W. 37th St.	7th Floor		New York	NY	10018	
Markham Fine Jewelers		8355 Gaylord Pkwy			Frisco	TX	75034	
Markit	Attn John Taylor	IHS Markit Legal Department	IHS Markit, 450 West 33rd St,	5th Floor	New York	NY	10001	United Kingdom
Markit Equities Limited	c.o Market Group Limited, Level 4	Ropemaker Place, 25 Ropemaker Street			London		EC2Y9LY	United Kingdom
Markit Group Limited		4th Fir Ropemaker Place	25 Ropemaker St		London		EC2Y9LY	United Kingdom
Markit Group Limited		Level 5	2 More London Riverside		London		SE1 2AP	United Kingdom
Markit Group Limited / Markit North Amer		2 More London Riverside			London		SE12AP	United Kingdom
Markit North America Inc.		620 8th Ave	35th floor		New York	NY	10018	United Kingdom
Markit Valuations Ltd		level 5	2 More London Riverside		London		SE1 2AP	United Kingdom
Markit WSO Corp	Kendra Montoya	15 Inverness Way East			Englewood	CO	80112	
MARKIT WSO CORPORATION		Three Lincoln Centre	5430 LBJ Fwy, STE 800		Dallas	TX	75240	
MarksADR, LLC		4833 Rugby Ave, Ste 301			Bethesda	MD	20814	
MARQUESS & ASSOCIATES		15441 KNOLL TRAIL	STE 280 LB1		Dallas	TX	75248	
Marriott Business Services		PO Box 402642			Atlanta	GA	30384-2642	
Mars Printing		17426 Studebaker Rd			Cerritos	CA	90703	
MARSHALL HESS		Address on File						

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Marson, Stacy		Address on File						
Martin G. Salazar		Address on File						
Martin Podorsky		Address on File						
Martin, Andrew		Address on File						
Martin, Carla		Address on File						
MARTIN, DANIEL G.		Address on File						
MARTIN, WILLIAM		Address on File						
MARTINSON, MARK		Address on File						
Marty Mooney		Address on File						
Marval & O'Farrell		Address on File						
Mary Irving	Michael P. Hutchens, Esq.	Av. Leandro N. Alem 928	301 Commerce Street, Suite 3500		Buenos Aires		01001	ARGENTINA
Mary Zappone		Whitaker Chalk Swindle & Schwartz PLLC			Fort Worth	TX	76102-4135	
Mayam Rusch		Address on File						
Maryland Office of the Attorney General	Division of Securities	200 Saint Paul Place						
Mazullo Reporting Agency		345 North LaSalle	No 1605		Baltimore	MD	21202	
MASON, DEANA		Address on File			Chicago	IL	60654	
MASON, FREDERIC		Address on File						
MASON, FREDERIC		Address on File						
Mass. Dept. of Revenue	Attn Bankruptcy Unit	PO Box 9564			Boston	MA	02114	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO Box 7025			Boston	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7065			Boston	MA	02204-7065	
Massachusetts Mutual Life Insurance Co		1295 State Street			Springfield	MA	01111	
Massand Capital, INC		130 East 18th Street #1P			New York	NY	10003	
MASSEYS LLP		Hillgate House	26 Old Bailey		London		EC4M 7QH	United Kingdom
MassMutual Financial Group		100 Bright Meadow Blvd			Enfield	CT	06082	
MassMutual Life Insurance Company		1000 N Central Expwy Ste 1000			Dallas	TX	75231-4177	
Massoud Karimzadeh		Address on File						
Mateo Hix		Address on File						
MATRIX RESOURCES INC.		PO BOX 101177			Atlanta	GA	30392	
Matt Culler		Address on File						
MATT DUNHAM		Address on File						
Matt Hurd		Address on File						
Matt McElligott		Address on File						
Matt McElligott Photography		1409 E. Windsor Drive			Denton	TX	76209	
MATTHEW BENDER & CO, INC		PO BOX 7247-0178			Philadelphia	PA	19170-0178	
Matthew Berry, Esq.	Office of General Counsel	Federal Communications Commission	445 12th Street, S.W.		Washington	DC	20554	
Matthew DiOrio	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Matthew Garrett		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Matthew Gould		Address on File						
Matthew Kirst		Address on File						
Matthew Murphy		Address on File						
MATTHEW SCHNABEL		Address on File						
Matthew Selman		Address on File						
MATTHEW WHITLEY		Address on File						
Mattos Filho Veiga Filho Marry Jr.		Address on File						
Maurice Robinson & Associates LLC		880 Apollo St Suite 125			El Segundo	CA	90245	
Maurice Robinson & Associates LLC		28 Dover Place			Manhattan Beach	CA	90266	
Mauricio Chavarriaga	c/o Highland Capital Mgmt.	245 Park Ave, 24th Flr			New York	NY	10167	
Mauricio Chavarriaga		Address on File						
Mauricio Delgado		Address on File						
MAWN, CHRISTOPHER		Address on File						
Max Russell Phinney		Address on File			New York	NY	10174	
Maxim Group, LLC		405 Lexington Ave #2						
MAY, DERRICK		Address on File						
MAYER BROWN LLP		2027 COLLECTION CENTER DR			Chicago	IL	60693-0020	
Mayer, Brown, Rowe & Maw LLP		1675 Broadway			New York	NY	10019-5820	
Mayeron, John		Address on File						
Mayo, Christopher L.		Address on File						
Mayors Intern Fellows Fund		3963 Maple Ave, Suite 390			Dallas	TX	75219	
Mazzeo Song & Bradham LLP		The Dallas Foundation						
MBA Reporting Services, Inc		708 Third Ave, 19th Fl			New York	NY	10017	
MBM Advisors, Inc.		555 Republic Drive	2nd Floor		Plano	TX	75074	
McCafferty, Christopher		440 Louisiana #2600			Houston	TX	77002	
McCague Borlack LLP		Address on File						
McClung, Elizabeth B.		130 King St. West Suite 2700			Toronto	ON	M5X1C7	CANADA
McCormick, Robert		Address on File						
McCormick, Robert		Address on File						
McDaniel, Patrick		Address on File						
McDermett, Bonner		Address on File						
McDermott Investment Services, LLC		44 E Broad St, FL 2			Bethlehem	PA	18018	
McDermott Will & Emery LLP		Lockbox - New York PO Box 7247-6755			Philadelphia	PA	19170-6755	
McDermott Will & Emery LLP		PO BOX 2995			Carol Stream	IL	60132-2995	
McDermott Will & Emery LLP		227 West Monroe Street			Chicago	IL	60606-5096	
McDermott Will & Emery LLP		P.O. Box 6043			Chicago	IL	60680-6043	
McElroy & Company P.C.		16415 Addison Road	Suite 800		Addison	TX	75001	

Appx. 00456

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
McFARLANE, PETER A		Address on File						
McFARLING, BRANDON		Address on File						
McGRANER, MATTHEW		Address on File						
McGraner, Matthew		Address on File						
MCGREGOR, MICHELLE		Address on File						
McGuireWoods LLP		800 E. Canal Street			Richmond	VA	23219-3916	
McIntosh Search Incorporated		6310 Lemmon Ave Ste 202			Dallas	TX	75209	
McKay, Brad		Address on File						
MCKEE NELSON LLP		ONE BATTERY PARK PLAZA	34TH FLR		New York	NY	10004	
McKool Smith		300 Crescent Court	Suite 1500		Dallas	TX	75201	
McKool Smith P.C.	c/o Travis DeArman	300 Crescent Court Ste 1500			Dallas	TX	75201	
McKool Smith, P.C.	Gary Cruciani, Esq.	McKool Smith	300 Crescent Court, Suite 1500		Dallas	TX	75201	
McLagan Partners		PO Box 905188			Charlotte	NC	28290-5188	
McLagan Partners Inc (Aon McLagan)		PO Box 100137			Pasadena	CA	91189-0137	
McLagan Partners, Inc.	Stephen Reuther	1600 Summer Street	Ste 601		Stamford	CT	06905-0000	
MCLOCHLIN, MICHAEL		4 Overlook Point			Lincolnshire	IL	60069	
MCLOCHLIN, MICHAEL P.		Address on File						
McMains, Aubree		Address on File						
McMillan Binch Mendelsohn		Address on File						
McNamara, John		Brookfield Place Suite 4400	Bay Wellington Tower		Toronto	ON	M5J2T3	CANADA
McRedmond, Edward		Address on File						
MCS Capital LLC c/o STC, Inc.		Address on File						
Meadows Collier Reed Cousins & Blau LLP		233 North Prospect St., Ste. 202			Hagerstown	MD	21740	
MEANS, BRADLEY		901 Main St. Suite 3700			Dallas	TX	75202	
Medanich, Michael		Address on File						
		Address on File						
Mediant Communications Inc.	Mediant Communications	400 Regency Forest Drive, Suite 200			Cary	NC	27518	
Mediant Communications LLC		PO Box 29976			New York	NY	10087-9976	
MedPost Urgent Care-East Dallas		9540 Garland Rd	Suite C408		Dallas	TX	75218-5004	
Meeks, Lucas		Address on File						
MEETINGZONE LTD		OXFORD HOUSE	OXFORD ROAD		Thame		OX9 2AH	United Kingdom
MEGAN MCGEE		Address on File						
Meister Seelig & Fein LLP		125 Park Avenue	7th Floor		New York	NY	10017	
MELENDEZ, HELDER		Address on File						
MELISSA LOPEZ		Address on File						
Melody Po		Address on File						
Mendelsohn, Rosentzveig, Shact		1000 Sherbrooke St West, 27th Flr			Montreal	QC	H3A 3G4	CANADA
Mendenhall, Brad		Address on File						
MERCER (US) INC.	John Dempsey	1166 Avenue of the Americas			New York	NY	10036	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mercer Consumer	Attn DV1 Fin	PO Box 310293			Des Moines	IA	50331-0293	
Mercer Consumer	Wells Fargo Bank	c/o Regulux Lockbox Services 310293	666 Walnut Street		Des Moines	IA	50309	
Merchants Automotive Group, Inc.		1278 Hooksett Road			Hooksett	NH	03106	
Merchants Automotive Group, Inc.		PO Box 16415			Hooksett	NH	03106-6415	
Mercy Corps		P.O. Box 2669, Dept W			Portland	OR	97208-2669	
MEREDITH HERZFELD Mergent, Inc.		Address on File						
Mergent, Inc.		PO Box 403123			Atlanta	GA	30384-3123	
Mergemarket		895 Broadway	4th Floor		New York	NY	10003	
Mergemarket (US) Limited (trading as Xt		1501 Broadway	Suite 801		New York	NY	10036-0000	
MERGERMARKET LTD		11 West 19th Street	2nd Floor		New York	NY	10011	
MERGERMARKET LTD		3 E 28th ST	4th FLR		New York	NY	10016	
Merit Court Reporters		307 W 7th Street	Ste 1350		Fort Worth	TX	76102	
Merope Pentogenis		Address on File						
Merrill Communications LLC		One Merrill Circle			Saint Paul	MN	55108	
Merrill Communications LLC		CM-9638			Saint Paul	MN	55170-9638	
MERRILL CORPORATION		CM-9638			Saint Paul	MN	55170	
MERRILL LYNCH	Attn Blake Bollinger	569 Brookwood Village	Ste 501		Birmingham	AL	35209	
MERRILL LYNCH	Attn Chad Kulm	110 S Phillips Ave, Ste 101			Sioux Falls	SD	57104	
MERRILL LYNCH	Attn Jason Aversa	3100 Hingston Ave			Egg Harbor Township	NJ	08234	
MERRILL LYNCH	Attn Lynae Carr	1221 McKinney Street, Ste 3900			Houston	TX	77010	
MERRILL LYNCH	Attn Megan Arnold	13355 Noel Rd, 7th Floor			Dallas	TX	75240	
MERRILL LYNCH	Attn Monty Willhite	60 E South Temple St, #200-61			Salt Lake City	UT	84111	
MERRILL LYNCH	Attn Robert Luther	1100 Canal Street			The Villages	FL	32162	
MERRILL LYNCH	Attn Tiffany Contreras	17225 El Camino Real, Ste 200			Houston	TX	77058	
MERRILL LYNCH	C/O Girard Kovarik & Assoc	101 N. Clematis St, Ste 200			West Palm Beach	FL	33401	
MERRILL LYNCH		185 Asylum Street	City Place II, 14th Flr		Hartford	CT	06103	
MERRILL LYNCH		NJ2-140-02-01	1400 Merrill Lynch Drive		Pennington	NJ	08534	
MERRILL LYNCH		4802 Deer Lake Dr E	CMS CBRU FL9-801-01-02		Jacksonville	FL	32246	
MERRILL LYNCH		CMS CBRU FL9-801-01-02	4802 Deer Lake Dr E		Jacksonville	FL	32246	
MERRILL LYNCH		21805 FIELD PARKWAY STE 220			DEER PARK	IL	60010	
Merrill Lynch Valuations LLC	Attn Richard Eimbinder	15514 Collections Center Drive			Chicago	IL	60693	
Merry Phengvath		450 E 4th Street			Brooklyn	NY	11218	
MERS Educational Conference	ATTN Bob Rust	Municipat Empee Retirement Syst of LA	7937 Office Park Blvd		Baton Rouge	LA	70809	
MESERVE, NICHOLAS		Address on File						
Meta-e Discovery LLC	Paul McVoy	Meta-e Discovery	Six Landmark Square, 4th Floor		Stamford	CT	06901	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Meta-e Discovery, LLC	Attn Paul H. McVoy	93 River Street			Millford	CT	06460	
Meta-e Discovery, LLC	Morrison Cohen LLP	Attn Joseph T. Moldovan and Sally Siconolfi	909 Third Avenue		New York	NY	10022	
Metalogix International		PO Box 83304			Pittsburgh	PA	15250	
METHVIN, JAMES		Address on File						
Metlife	Attn Placings Unit	1300 Hall Blvd.			Bloomfield	CT	06002	
Metlife	Attn Retail Life & DI Operations	18210 Crane Nest Dr, 5th Floor	Placings Unit		Tampa	FL	33647	
Metlife		PO BOX 371487			Pittsburgh	PA	15250-7487	
Metlife Investors USA		PO Box 13863			Philadelphia	PA	19101-0000	
Insurance Company		5400 LBJ Freeway	Suite 1100		Dallas	TX	75240	
MetLife SBC		PO Box 804466			Kansas City	MO	64180-4466	
MetLife SBC		305 Broadway, 14th Flr			New York	NY	10007	
Metro Attorney Service Inc.		PO Box 560092			Dallas	TX	75356-0092	
Metro-Repro, Inc.			5205 N. O'Connor Blvd, Suite 200		Irving	TX	75039-3746	
METT	Attn Jana Clemans	Pioneer Natural Resources						
Meunier, Marc		Address on File						
MGL Consulting Corp.		10077 Grogans Mills Rd Ste 300			The Woodlands	TX	77380	
MHA Petroleum Consultants LLC		730 17th Street	Suite 410		Denver	CO	80202	
MIAO, EUGENE		Address on File						
MICHAEL & TERESA OLSON TRUST		Address on File						
Michael Blackburn		Address on File						
MICHAEL COLVIN		Address on File						
Michael Cummings		Address on File						
MICHAEL DEVICO		Address on File						
Michael Hasenauer		Address on File						
Michael Jeong		Address on File						
MICHAEL KELLY		Address on File						
MICHAEL LANE CUISINE, INC		8409 PICKWICK # 112			Dallas	TX	75225	
MICHAEL LATHAM		Address on File						
Michael Ly		Address on File						
Michael Malone Architects, Inc		5646 Milton St Suite 705			Dallas	TX	75206	
Michael Morris		Address on File						
Michael P Zarilli		Address on File						
MICHAEL PAGE INTERNATIONAL		8 BATIN RD			Slough Berkshire		SL 1 3SA	United Kingdom
MICHAEL PASSMORE		Address on File						
MICHAEL PETERSON		Address on File						
Michael Phillips		Address on File						
Michael R. Coker Company		2700 Swiss Ave Suite 100			Dallas	TX	75204	
Michael Radovan		Address on File						
Michael S. Held		Address on File						
MICHAEL SHERIDAN		Address on File						
Michael Sorell		Address on File						

Appx. 00459

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MICHAEL SZKODZINSKI		Address on File						
MICHAEL T DALBY IRA		Address on File						
Michael Teplitsky		Address on File						
MICHAEL WANG		Address on File						
MICHAEL WILCHER		Address on File						
Michael Paul Donaldson		Address on File						
Michelle French, Tax A/C		Address on File						
Michigan Department of Treasury		Address on File						
Mick Law P.C.		PO Box 30774			Lansing	MI	48909-8274	
Microsoft Corporation		816 South 169th Street			Omaha	NE	68118	
Microsoft Corporation and Subsidiary of Microsoft		1950 N Stemmons Fwy	Suite 5010		Dallas	TX	75207	
David P. Papiez		1001 4th Ave, Suite 4500						
Microsoft Corporation and Subsidiary of Microsoft		Fox Rothschild LLP			Seattle	WA	98154	
Microsoft Licensing GP, a Corporation		Amber Brazier, Associate Paralegal	One Microsoft Way		Redmond	WA	98052	
Microsoft Services		One Microsoft Way			Redmond	WA	98052	
Microsoft Services		PO Box 844510			Dallas	TX	75284-4510	
MICRO-TEL		3700 Holcomb Bridge Rd	Suite 5		Peachtree Corners	GA	30092	
Mike Brennan		Address on File						
Mike Brohm		Address on File						
Mike Doyle		Address on File						
Mike Hurley		Address on File						
Mike Sharkey		Address on File						
Mike Wolbert		Address on File						
Milbank, Tweed, Hadley & McCloy LLP		1 CHASE MANHATTAN PLAZA			New York	NY	10005-1413	
Milberg LLP		One Pennsylvania Plaza	49th Floor		New York	NY	10119	
Miles Littlefield		Address on File						
Miller & Chevalier Chartered		P.O. Box 758604			Baltimore	MD	21275-8604	
Miller Buckfire & Co, LLC		601 Lexington Ave			New York	NY	10022	
Miller Korzenik Sommers		1501 Broadway Ste 2015			New York	NY	10036-5600	
Rayman LLP		Address on File						
MILLER, DEBORAH		Address on File						
Miller, Egan, Molter & Nelson LLP		4514 Cole Avenue	Suite 1200		Dallas	TX	75205	
Miller, Egan, Molter & Nelson LLP		1402 San Antonio St.	Suite 100		Austin	TX	78701	
MILLIMAN CONSULTANTS AND ACTUARIES		1550 LIBERTY RIDGE DR	STE 200		WAYNE	PA	19087-5572	
Mills, James		Address on File						
MILTENBERGER, WILLIAM		Address on File						
Mindy Billinghurst		Address on File						
Miner, Christopher		Address on File						
Minnesota Revenue		Mail Station 1260			Saint Paul	MN	55145-1260	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Minnesota State Treasurer		Minnesota Department of Commerce	85 7th Place East, Suite 500		Saint Paul	MN	55101	
Miramar OSC	Attn Leslie Henger	11763 Ashlock Way			San Diego	CA	92131	
Mirani, Parth		Address on File						
MISLAV TOLUSIC		Address on File						
Mississippi Secretary of State	Business Regulation & Enforcement Div	125 S. Congress Street			Jackson	MS	39201	
MISSISSIPPI STATE TAX COMMISSION		PO BOX 1033			Jackson	MS	39215	
Missouri Department of Revenue		PO Box 3020			Jefferson City	MO	65105-3020	
MISSOURI DIRECTOR OF REVENUE	TAXATION BUREAU	PO BOX 3365 (573)751-4541			Jefferson City	MO	65105-3365	
Missouri Secretary of State		Securities Division	600 West Main Street, 2nd Floor		Jefferson City	MO	65101	
Mitchell A. Hanwood & Partners		791 Park Ave Ste 4B			New York	NY	10021	
Mitchell, Krysta		Address on File						
Mitchener Turnipseed		Address on File						
MITTS, BRIAN		Address on File						
MJL ENTERPRISE		PO BOX 852563			Richardson	TX	75085	
MLF Lex Serv LP		4350 East West Highway			Bethesda	MD	20814	
MODERN HEALTHCARES								
DAILY DOSE		CIRCULATION DEPT	1155 GRATIOT AVE		Detroit	MI	48207-2912	
Mohring, Christopher		Address on File						
Molecular Insights		160 Second Street			Cambridge	MA	02142	
Moloney Securities		13537 Barrett Parkway Drive	Suite 300		Manchester	MI	63021	
Monarch Investigation Inc		PO Box 292265			Lewisville	TX	75029-2265	
Money-Media, Inc.	Attn Accounting	330 Hudson Street	7th Floor		New York	NY	10013	
Monster, Inc.		PO Box 90364			Chicago	IL	60696-0364	
MONSTERTRAK		14372 COLLECTIONS CENTER DR			Chicago	IL	60693	
Moodys Analytics		395 Oyster Point Blvd	Suite 215		South San Francisco	CA	94080	
Moodys Analytics		PO BOX 102597			Atlanta	GA	30368-0597	
Moodys Analytics		PO BOX 116714			Atlanta	GA	30368-0597	
Moodys Analytics		PO Box 116647			Atlanta	GA	30368-6647	
Moodys Analytics, Inc.	Attn Christopher R. Belmonte and Pamela A. Bosswick	c/o Duane Morris LLP	230 Park Avenue, Suite 1130		New York	NY	10169	
Moodys Analytics, Inc.	Sue McGeehan	7 World Trade Center	250 Greenwich Street		New York	NY	10007	
Moodys Analytics, Inc.		7 World Trade Center			New York	NY	10007-0000	
Moodys Investor Service		PO Box 102597			Atlanta	GA	30368-0597	
Moodys Investors Service, Inc.	Attn Christopher R. Belmonte and Pamela A. Bosswick	c/o Duane Morris LLP	230 Park Avenue, Suite 1130		New York	NY	10169	
Moodys Investors Service, Inc.	Sue McGeehan	7 World Trade Center	250 Greenwich Street		New York	NY	10007	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Moody Investors Service, Inc.	Sue McGeehan	VP, Collections, Finance Dept.	7 World Trade Center at 250 Greenwich Street		New York	NY	10007	
MOORE & VAN ALLEN PLLC		100 NORTH TRYON ST	STE 4700		Charlotte	NC	28202-4003	
MOORE, CALEB		Address on File						
MOORE, WILLIAM C.		Address on File						
Morgan Lewis & Bockius LLP		PO Box 8500 S-6050			Philadelphia	PA	19178-6050	
Morgan Stanley	Attn Accounts Receivable	PO Box 860			New York	NY	10008-0860	
Morgan Stanley	Attn Adam Razov	855 Franklin Ave.			Garden City	NY	11530	
Morgan Stanley	Attn Diana Sigona	1585 Broadway, 23rd Flr			New York	NY	10036	
Morgan Stanley	Attn Jonathan Canter	10960 Wilshire Blvd, Ste 2000			Los Angeles	CA	90024	
Morgan Stanley	Attn Margaret Oshea-NW Managers Mtg	1585 Broadway, 23rd Floor			New York	NY	10036	
Morgan Stanley	Attn MF Billing Dept	1300 Thames St, 4th Flr			Baltimore	MD	21231	
Morgan Stanley	Attn Michael Lawrence	6037 La Flocha			Rancho Santa Fe	CA	92067	
Morgan Stanley	Attn Michelle Dolan	2 Jericho Plaza			Jericho	NY	11753	
Morgan Stanley	Attn Robyn Owens	370 17th Street, Suite 2800			Denver	CO	80202	
Morgan Stanley		111 S. Pflingsten Road			Deerfield	IL	60015	
Morgan Stanley		200 Crescent Court	Suite 200		Dallas	TX	75201	
Morgan Stanley		14850 N Scottsdale Rd	Ste 900		Dallas	TX	75201	
Morgan Stanley		733 Bishop Street	Ste 600		Scottsdale	AZ	85254	
MORGAN, JOHN		Address on File	Ste 2800		Honolulu	HI	96813	
MORGANS, JONATHAN		Address on File						
MORLEY CAMPBELL		Address on File						
Morningstar Inc.		22 W Washington St			Chicago	IL	60602-0000	
Morningstar, Inc.		2668 Paysphere Circle			Chicago	IL	60674	
Morningstar, Inc.		135 South LaSalle St Dept. 2668			Chicago	IL	60674-2668	
Morningstar, Inc.		5133 Innovation Way			Chicago	IL	60682-0051	
Morris James LLP		500 Delaware Avenue	Suite 1500	PO Box 2306	Wilmington	DE	19899-2306	
Morris, Manning, & Martin LLP		1600 Atlanta Financial Center	3343 Peachtree Road, NE		Atlanta	GA	30326-1044	
MORRIS, NICHOLS, ARSHT & TUNNELL LLP		1201 NORTH MARKET ST	PO BOX 1347		Wilmington	DE	19899-1347	
MORRIS, NICHOLS, ARSHT & TUNNELL LLP	William M. Lafferty	Kevin M. Coen	1201 N. Market Street		Wilmington	DE	19801	
Morrison & Foerster		1290 Ave of the Americas			New York	NY	10104-0050	
Morrison Cohen LLP	Attn Joseph T. Moldovan and Sally Siconolfi	909 Third Avenue			New York	NY	10022	
Morstad		79 East Putnam Ave	Outdoor Traders Building		Greenwich	CT	06830	
Mortensen, Christopher		Address on File						
Morton, David C.		Address on File						
MOSTLY SMOKED		VITTORIA HOUSE	2A TOWCESTER RD		BOW London		E3 3ND	United Kingdom
Motus Red LLC		7018 Hursey			Dallas	TX	75205	
Mourant Ozannes		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Move Solutions, Ltd.		1473 Terre Colony Ct, Dept DA			Dallas	TX	75212	
MoveWorks, Inc.		4945 Sharp Street			Dallas	TX	75247	
MP Advisory		43 Vila Nova Pauliceia			Sao Paulo-SP			BRAZIL
MPulse Maintenance Software		PO Box 22906			Eugene	OR	22906	
MQ Services Ltd.		Chancery Hall	52 Reid St		Hamilton		HM 12	BERMUDA
MQ Services Ltd.		PO Box HM 1737			Hamilton		HM GX	BERMUDA
MQ Services Ltd.		PO BOX HM 809			Hamilton		HM GX	BERMUDA
MRB Research Partners Inc.		122 East 42nd Street	Suite 2310		New York	NY	10168	
MRI Contract Staffing		5151 Bellline Rd	Suite 550		Dallas	TX	75254	
MRI Contract Staffing		88276 Expedite Way			Chicago	IL	60695-0001	
MS Society of Long Island		40 Marcus Dr.	Suite 100		Melville	NY	11747	
MSCI Inc.		PO Box 414631			Boston	MA	02241-4631	
MSCI Inc.		7 World Trade Center	250 Greenwich St, 49th floor		New York	NY	10007-0000	
MT State Auditor, Securities Comm.		840 Helena Avenue			Helena	MT	59601	
MTV Staying Alive Foundation		1305 Wycliff Ave	Suite 120		Dallas	TX	75207	
Muck Holdings LLC		c/o Crowell & Moring LLP	590 Madison Avenue		New York	NY	10022	
MULLER, MARY	Attn Paul Haskel	Address on File						
Multichannel News		PO Box 5667			Harlan	IA	51593-1167	
MUNDASSERY, APPU		Address on File						
Munger Tolles & Olson LLP		355 South Grand Ave			Los Angeles	CA	90071-1560	
Munsch Hardt Kopf & Harr, P.C.	Davor Rukavina, Esq., Thomas D. Berghman, Esq., Julian P. Vasek, Esq.,	500 N. Akard St., Ste. 3800			Dallas	TX	75201	
Munsch Hardt Kopf & Harr, P.C.	Davor Rukavina, Julian P. Vasek	3800 Ross Tower	500 N. Akard Street		Dallas	TX	75202-2790	
Murano Connect LP		252 West 38th Street	Suite 402		New York	NY	10018	
Murder Mystery Texas		6304 Innsbrooke Dr			Arlington	TX	76016	
Murphy, George		Address on File						
MURPHY, MATTHEW		Address on File						
MURRAY HILL CENTER SOUTHWEST INC		14185 Dallas Parkway Suite 1200			Dallas	TX	75254	
MURRAY, ANDREW		Address on File						
Murray, Mason		Address on File						
Murray, Wesley		Address on File						
Muscular Dystrophy Association		PO Box 38			Terrell	TX	75160	
Musser, Carley	Attn Janice	Address on File						
Muthu Dorai		Address on File						
Mxtoolbox		12710 Research Blvd	Ste 225		Austin	TX	78759	
MY HOUSE OF FINE EATS & CATERING		2025 PROMENADE CENTER			Richardson	TX	75080	
Myers Bigel Sibley & Sajovec, P.A.		PO Box 37428			Raleigh	NC	27627	
Myers Park Country Club		2415 Roswell Avenue			Charlotte	NC	28209	
Myron Corp.		PO Box 660888			Dallas	TX	75266-0888	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
N.C. DEPARTMENT OF REVENUE		PO BOX 25000			Raleigh	NC	27640-0002	
N9NE Group Dallas-Ghostbar		2440 Victory Park Ln, 33rd Floor			Dallas	TX	75219	
NAI OLYMPIA PARTNERS		320 NORTH MERIDIAN ST	STE 400		Indianapolis	IN	46204	
NAIFA - Greater Washington DC		600 State Street	Suite A		Cedar Falls	IA	50613	
Nalin Yogasundram		Address on File						
Namaro Graphics Designs		PO Box 148			Rhinebeck	NY	12572	
NANCY SMITH-WELLS, CSR		PO BOX 1284			South Pasadena	CA	91031	
NAPE Expo, LP		PO Box 224531			Dallas	TX	75222	
NAPONIC, JILL		Address on File						
NARAYAN HEGDE		Address on File						
NARY RADHAKRISHNAN		Address on File						
NASD Regulation, Inc.		701 Market St	W8705 c/o Mellon Bank, Rm 3490		Philadelphia	PA	19106	
NASD, CRD-IARD		PO Box 7777-W8705			Philadelphia	PA	19175-8705	
NASD, CRD-IARD		PO BOX 7777-W9995			Philadelphia	PA	19175-9995	
Nasdaq Information, LLC		LBX# 80200	PO Box 780200		Philadelphia	PA	19178-0200	
Nasdaq OMX		#90200	PO Box 8500		Philadelphia	PA	19178-0200	
NASDAQ Stock Market	C/O Wachovia Bank	PO Box 7777 W1555			Philadelphia	PA	19106	
NASH, CLARISSA		Address on File						
Nasher Sculpture Center		2001 Flora Street			Dallas	TX	75201	
NASKAR, ANJALI		Address on File						
NASKAR, ANJALI		Address on File						
NASP	Attn Michelle	727 15th Street, NW	Suite 750		Washington	DC	20005	
Natalie Uto		Address on File						
Nathan Brooks		Address on File						
Nathan Burns		Address on File						
Nathan Hall		Address on File						
Nathan Hukill		Address on File						
NATHAN SPEICHER		Address on File						
NATHAN ZANG		Address on File						
NATIONAL COMPLIANCE SERVICES, INC.		355 NE 5TH AVE	STE 4		Delray Beach	FL	33483	
National Corporate Research Ltd		122 E 42nd St Fl 18			New York	NY	10168-1899	
National Depo		P.O. Box 404743			Atlanta	GA	30384-4743	
NATIONAL ECONOMIC RESEARCH ASSOC. INC		PO BOX 29677	GENERAL POST OFFICE		New York	NY	10087-9677	
National Economic Research Associate		PO Box 7247-6754			Philadelphia	PA	19170-6754	
National Financial Services Corp.	ATTN Emily Ivers-Mailzone ZE7F	82 Devonshire St.			Boston	MA	02109	
National Financial Services, LLC	Attn FI Operational Accounting	100 Salem St, Mail Zone O1S			Smithfield	RI	02917	
National Financial Services, LLC	Attn Thomas Smith-Vaughan	82 Devonshire Street			Boston	MA	02109	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NATIONAL FLAG & DISPLAY CO.		22 W 21ST ST			New York	NY	10010	
National MS Society	Altn Cara Harling	2105 Luna Rd, Ste 390			Carrollton	TX	75006	
National Multiple Sclerosis Society		PO Box 4527			New York	NY	10163	
National Regulatory Services		33443 Treasury Center			Chicago	IL	60694-3400	
National Stripper Well Association		PO Box 18336			Oklahoma City	OK	73154	
National Trust Management Services	Accounts Receivable	7957 Wellington Dr			Warrenton	VA	20186	
National Trust Management Services		PO Box 3322			Warrenton	VA	20188	
National Valuation Consultants, Inc.		7807 E. Peakview Ave, Ste 200			Centennial	CO	80111	
Nationwide Business Concepts		1439 W. Chapman Avenue	#64		Orange	CA	92868	
Nationwide Services		P.O. Box 23099			Ft. Lauderdale	FL	33307	
Natixis North America LLC		1251 Avenue of the Americas			New York	NY	10020	
NAU, STEVEN		Address on File						
NautaDutilh NV		Postbus 7113, 1007 JC						
NAVEJAS, MARIANA		Amsterdam, Beethovenstraat 400			Amsterdam		1082 PR	Netherlands
		Address on File						
NAVIGANT CONSULTING INC		4511 PAYSPHERE CIRCLE			Chicago	IL	60674	
Navigent 3, LLC		PO Box 5370			Wayland	MA	01778	
Navigent 3, LLC		1737 Washington st			E. Bridgewater	MA	02333	
NC Office of the Secretary of State		2 South Salisbury Street	Old Revenue Complex		Raleigh	NC	27601	
NEAR EARTH LLC		945 WEST ROAD	HOYT DAVIDSON		New Canaan	CT	06840	
Nebraska Department of Banking & Finance		1526 K Street, Suite 300			Lincoln	NE	68508-2732	
NEEL MITRA	Bureau of Securities	Address on File						
Neil Desai		Address on File						
Neil Menard		Address on File						
NELL GWYNN HOUSE APARTMENTS LTD		SLOANE AVE			London		SW3 3AX	United Kingdom
Nelson, Caitlin		Address on File						
Nelson, Kaitlin		Address on File						
NELSON, KRAMER		Address on File						
NELSON, KRAMER		Address on File						
NEOFUNDS BY NEOPOST		PO BOX 30193			Tampa	FL	33630-3193	
Nesmith, Christopher		Address on File						
NESTLE WATERS POWWOW		PO BOX 727			CAMBERLEY		GU15 9WZ	United Kingdom
Netapp		1395 Crossman Ave			Sunnyvale	CA	94089-0000	
Netherland, Sewell & Associates, Inc.		2100 Ross Avenue	Suite 2200		Dallas	TX	75201	
Netherland, Swell & Associates, Inc.		1601 Elm St. Suite 4500			Dallas	TX	75201	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Netpro Computing Inc.		4747 N. 22nd St. #400			Phoenix	AZ	85016-4774	
NetVix Corporation	Accounts Receivable	1460 Manning Parkway			Powell	OH	43065	
NEVADA COACHES, LLC		1550 S INDUSTRIAL RD			Las Vegas	NV	89102	
Nevada Dept of Taxation		PO Box 52609			Phoenix	AZ	85072-2609	
Nevada Secretary of State			2250 Las Vegas Blvd N Ste 400		N Las Vegas	NV	89030-5873	
NEW CONCEPT		Securities Division						United Kingdom
New Edge Networks		CROOKED COTTAGE, NEWCHAPEL RD	LINGFIELD		SURREY		RH7 6BJ	
NEW ERA		Unit 10 PO Box 5000			Portland	OR	97208-5000	
New Hampshire Department of State		2935 Talisman			Dallas	TX	75229	
New Horizons Computer Learning Center	Bureau of Securities Regulation	107 North Main Street	Room 204, State House		Concord	NH	03301-4951	
New Mexico Securities Division		PO Box 671164			Dallas	TX	75267-1164	
NEW YORK CITY DEPARTMENT OF FINANCE		P.O. Box 25101			Santa Fe	NM	87504	
NEW YORK CITY DEPARTMENT OF FINANCE		345 ADAMS ST			Brooklyn	NY	11201	
NEW YORK CITY DEPARTMENT OF FINANCE		PO Box 3931			New York	NY	10008-3931	
NEW YORK CITY DEPARTMENT OF FINANCE		PO Box 5150			Kingston	NY	12402-5150	
New York Financial Writers Association		PO Box 338			Ridgewood	NJ	07451-0338	
New York State Corporation Tax	NYS Corporate Tax	Processing Unit	P.O. Box 22093		Albany	NY	12201	
New York State Department of Law		New York Office of the Attorney General	120 Broadway, 23rd Floor		New York	NY	10271	
New York State Department of State		Misc. Records Bureau	41 State St		Albany	NY	12231	
New York State Income Tax		W A HARRIMAN CAMPUS			Albany	NY	12227	
New York State Income Tax		Extension Request PO Box 4125			Binghamton	NY	13902-4126	
Newbridge Financial Inc.	ATtn Scott Weeks - Accountant	5200 Town Center Circle	Tower 1, Ste 306		Boca Raton	FL	33486	
Newbridge Securities Corporation		1451 W Cypress Creek Rd, Suite 204			Ft. Lauderdale	FL	33309	
Newbridge Securities Corporation	Attn Robert Spitler-CFO	5200 Town Center Circle	Ste 306		Boca Raton	FL	33486	
NewOak Advisors LLC		485 Lexington Ave, 25th Floor			New York	NY	10017	
NewOak Capital		485 Lexington Ave, 25th flr			New York	NY	10017	
News Communications		4th Flr, Chinyang Bldg	90-3 Chungjeongno 2-ga,		Seodamun-gu		120-012	SOUTH KOREA
NexBank	John Danilowicz	2515 McKinney Ave	Ste 1100		Dallas	TX	75201	
NexBank Capital Advisors		2515 McKinney Ave, Ste 1100			Dallas	TX	75201	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NexBank Capital, Inc., NexBank Securities, Inc., NexBank Title, Inc. and NexBank	Jason M. Rudd and Lauren K. Drawhorn	Wick Phillips Gould & Martin, LLP	3131 McKinney Avenue, Suite 500		Dallas	TX	75204	
NEXBANK SECURITIES, INC		2515 McKinney	Suite 1700		Dallas	TX	75201	
NEXBANK SECURITIES, INC		13455 NOEL RD	22ND FL		Dallas	TX	75240	
NexBank SSB	dba NexBank Credit Services	Grant Smith	2515 McKinney Ave.	11th Floor	Dallas	TX	75201	
NexBank SSB		2515 McKinney Ave. Suite 1100			Dallas	TX	75201	
NEXBANK, SSB	ATTN MARCIA SANDS	13455 NOEL RD	STE 2220		Dallas	TX	75240	
NexPoint Advisers, L.P.	Attn Davor Rukavina, Esq. and Julian P. Vasek, Esq.	Munsch Hardt Kopf & Harr, P.C.	3800 Ross Tower	500 N. Akard Street	Dallas	TX	75202-2790	
NexPoint Advisers, L.P.		200 Crescent Court	Suite 700		Dallas	TX	75201	
Opportunities Fund	K&L Gates LLP	Stephen G. Topetzes	1601 K Street, NW		Washington	DC	20006	
NexPoint Latin America Opportunities Fund	K&L Gates LLP	James A. Wright III	State Street Financial Center	One Lincoln Street	Boston	MA	02111-2950	
NexPoint Latin America Opportunities Fund	Stephen G. Topetzes	K&L Gates LLP	1601 K Street, NW		Washington, DC	DC	02006	
Nextel Communications		PO Box 54977			Los Angeles	CA	90054-0977	
NexVest, LLC	Jason Rudd	3131 McKinney Ave Suite 100			Dallas	TX	75204	
NexVest, LLC		2515 McKinney Ave Suite 1100			Dallas	TX	75201	
Ney Castro	Address on File							
NGO, HONGVIEN	Address on File							
Nguyen, Hung	Address on File							
NGUYEN, KRISTINE	Address on File							
NGUYEN, TONY KHOI	Address on File							
NH Dept of State	Bureau of Securities Regulation	107 N. Main St, State House Room 204			Concord	NH	03301	
Nicholas Headley	Address on File							
Nicholas Headley	Address on File							
NICHOLAS OLENEC	Address on File							
Nicholas T. Meserve	Address on File							
NICHOLAS TRUYENS	Address on File							
NICK ALFERMANN	Address on File							
Nick Meserve	Address on File							
NICK PAULEIT	Address on File							
Nickey L. Oates Company	25 Highland Park Village	Suite 100			Dallas	TX	75205	
Nicklas, James	Address on File							
NICODEMUS WINATA	14181 NOEL RD				Dallas	TX	75254	
Nicole Lacues	Address on File							
Nikolayev, Yegor	Address on File							
Niles Chura	Address on File							
Niles K Chura	Address on File							
NILSEN, CHRISTOPHER	Address on File							
Nirav Batavia	Address on File							

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nisen & Elliott LLC		200 West Adams St			Chicago	IL	60606	
Nitro Software, Inc.		150 Spear St Ste 1500			San Francisco	CA	94105-5115	
NIXON PEABODY LLP	ATTN BOBBI HALL	100 SUMMER ST			Boston	MA	02110	
NJ DIVISION OF TAXATION	REVENUE PROCESSING CENTER	PO BOX 642	PART		Trenton	NJ	08646-0642	
NMS Communications LLC		443 12th Street	5C		Brooklyn	NY	11215	
NMS MANAGEMENT, INC.		500 NORTH BROADWAY	STE 236		Jericho	NY	11753	
NOAH MAYER		Address on File						
NOBLE, SHELBY		Address on File						
Noel, Kirby		Address on File						
Noelle Williams		Address on File						
Nonna Knows Catering		1931 Market Center Blvd Apt 1323			Dallas	TX	75207-3500	
Noonmark Capital		9 Hall Avenue			Larchmont	NY	10538	
NORRIS, DUSTIN		Address on File						
NORRIS, DUSTIN		Address on File						
North Carolina Department of Revenue								
North Ridge Securities		PO Box 25000			Raleigh	NC	27640-0520	
NorthPark Center		112 Madison Ave, 5th Floor			New York	NY	10016	
Northwestern University		8687 North Central Expressway			Dallas	TX	75225	
Norton Rose	Attn Maureen Fenty	1800 Sherman Avenue, Suite 400			Evanston	IL	60201	
Notable Solutions, Inc.		Address on File						
Nouveau		9715 Key West Avenue	Suite 200		Rockville	MD	20850	
Nova Engineering, Inc		2270 Springlake Rd	Suite 400		Dallas	TX	75234	
Novack and Macey LLP		2625 N. Josey Lane, Suite 112			Carrollton	TX	75007	
NOW Advisors		100 N Riverside Plaza			Chicago	IL	60606-1501	
NPB Financial Group, LLC		1320 Greenway Dr	Suite 758		Irving	TX	75038	
NTR Review		3500 W. Olive Avenue	Suite 300		Burbank	CA	91505	
Numara Software Inc		407 East maple Street			Cumming	GA	30040	
Numara Software Inc		PO Box 102280			Atlanta	GA	30368-2280	
Nutter, McClennen & Fish, LLP		PO BOX 933754			Atlanta	GA	31193-3754	
NWCC, LLC	Attn Ian Roffman	Seaport West	155 Seaport Blvd		Boston	MA	02210	
NWCC, LLC	c/o of Michael A. Battle, Esq.	Barnes & Thornburg, LLP	1717 Pennsylvania Ave N.W. Ste 500		Washington	DC	20006-4623	
NWCC, LLC	James Peterson	375 Park Avenue, 36th Floor			New York	NY	10152	
NYC DEPARTMENT OF FINANCE	Jonathan D. Sundheimer	Barnes and Thornburg LLP	11 S. Meridian St.		Indianapolis	IN	46204	
NYC DEPARTMENT OF FINANCE		PO Box 3644			New York	NY	10008	
NYC DEPARTMENT OF FINANCE		PO Box 3646			New York	NY	10008	
NYC DEPARTMENT OF FINANCE		PO Box 3922	General Corporation Tax		New York	NY	10008-3922	
NYC DEPARTMENT OF FINANCE		PO Box 3931			New York	NY	10008-3931	
NYC DEPARTMENT OF FINANCE		59 Maiden Lane, 19th Floor			New York	NY	10038-4502	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NYC DEPARTMENT OF FINANCE		PO Box 5040			Kingston	NY	12402-5040	
NYC DEPARTMENT OF FINANCE		PO Box 5060			Kingston	NY	12402-5060	
NYC DEPARTMENT OF FINANCE		PO Box 5070			Kingston	NY	12402-5070	
NYC DEPARTMENT OF FINANCE		PO BOX 5100			Kingston	NY	12402-5150	
NYC DEPARTMENT OF FINANCE		PO BOX 5150			Kingston	NY	12402-5150	
NYC FIRE DEPARTMENT		CHURCH STREET STATION	PO BOX 840		New York	NY	10008-0840	
NYEMASTER GOODE LAW FIRM		700 WALNUT	STE 1600		Des Moines	IA	50309-3899	
NYIAC		150 E. 42nd St, 17th Floor			New York	NY	10017	
NYS Assessment Receivables		PO Box 4127			Binghamton	NY	13902-4127	
NYS Unemployment Insurance		PO Box 4301			Binghamton	NY	13902-4301	
NYS Workers Comp Board DB		One Exchange Plaza	55 Broadway Suite 201		New York	NY	10006	
NYSE ARCA, LLC		PO Box 223529			Pittsburgh	PA	15251-2529	
NYSE MARKET, INC		Grand Central Station	PO BOX 4695		New York	NY	10163	
NYSE MARKET, INC		Box #223695			Pittsburgh	PA	15251-2695	
NYSE MARKET, INC		BOX #4006	PO BOX 8500		Philadelphia	PA	19178-4006	
NYSIF Disability Benefits	DCC	1 Watervliet Ave. EXT			Albany	NY	12206	
NYSIF Disability Benefits		PO Box 5239			New York	NY	10008-5239	
Oak Tree Securities, Inc.		4049 First Street	Suite 129		Livermore	CA	94551-4949	
Ober, Kaler, Grimes & Shriver		100 Light Street			Baltimore	MD	21202	
Objective Group, Inc.		201 South Biscayne Blvd, 28th Floor			Miami	FL	33131	
OBJECTIVE PARADIGM CORPORATION	ATTN RYAN POLLOCK	805 N MILWAUKEE AVE STE 300			Chicago	IL	60622	
OBRIEN, JUSTIN		Address on File						
OBRIEN, MICHAEL J		Address on File						
OC CRUISER, Inc		1439 W Chapman Ave #260			Orange	CA	92868	
Oce Imagistics Inc		PO Box 856193			Louisville	KY	40285	
OConnor, Shannon		Address on File						
OConnors		3800 Buffalo Speedway	Ste 500		Houston	TX	77098	
Office Depot, Inc		DEPT 56-4201182804	PO BOX 689020	OFFICE DEPOT CREDIT PLAN	Des Moines	IA	50368-9020	
Office Depot, Inc		Dept. 56 - 4201182804 PO Box 9020			Des Moines	IA	50368-9020	
Office Depot, Inc		PO Box 70025			Los Angeles	CA	90074-0025	
OFFICE EQUIPMENT								
FINANCE SERVICES		PO BOX 790448			Saint Louis	MO	63179-0448	
Office Expo		2025A Midway Rd			Carrollton	TX	75006	
Office of Secretary of State		1019 Brazos Street			Austin	TX	78701	
Office of the Attorney General	Michael B. Mukasey, Esq.	U.S. Department of Justice	950 Pennsylvania Avenue, N.W.		Washington	DC	20530-0001	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Office of the Attorney General		Securities Division	200 St Paul Place		Baltimore	MD	21202	
Office of the General Counsel	Re Prime Brokerage Services	Jefferies LLC	520 Madison Avenue, 16th Floor		New York	NY	10022	
Office of the General Counsel		Pension Benefit Guaranty Corp.	1200 K Street, N.W.		Washington	DC	20005-4026	
Office of the Securities Comm. KS	Securities Division	1300 SW Arrowhead Rd PO BOX 89			Topeka	KS	66604-4019	
OGLETREE DEAKINS		918 S PLEASANTBURG DR (29607)			Columbia	SC	29202	
OGLETREE DEAKINS			PO BOX 167		Greenville	SC	29602	
Ogletree Deakins Nash Smoak & Stewart PC		P.O. Box 89			Columbia	SC	29202	
OHANNA, DAVID		Address on File						
OHC Advisors Inc		12060 SW 129th CT Ste 200			Miami	FL	33186-4582	
Ohio Division of Securities		77 South High Street	22nd Floor		Columbus	OH	43215	
Oil & Gas Information Systems		5801 Edwards Ranch Road	Suite 200		Fort Worth	TX	76109	
Oil & Gas Journal		Pennwell Corporation	PO Box 4362		Chicago	IL	60680-4207	
Oil and Gas Investor		PO Box 3001			Northbrook	IL	60065-3001	
Okada, Luke		Address on File						
Oklahoma Department of Securities		Oklahoma Department of Securities	204 N. Robinson Ave., Ste. 400		Oklahoma City	OK	73102-7001	
Oklahoma Independent Petroleum Assoc.		500 N.E. 4th Street			Oklahoma City	OK	73104	
OKLAHOMA TAX COMMISSION	GENERAL COUNSELS OFFICE	100 N. BROADWAY AVE, SUITE 1500			OKLAHOMA CITY	OK	73102	
OKLAHOMA TX COMMISSION		PO BOX 26930			Oklahoma City	OK	73126-0930	
OKOLITA, MATTHEW		Address on File						
Okta Inc		100 1st St Fl 6			San Francisco	CA	94105-4632	
Okta, Inc.		301 Brannan St	Suite 100		San Francisco	CA	94107	
Old Republic National Title Ins. Co.		8201 Preston Rd	Suite 450		Dallas	TX	75225	
Olender Reporting, Inc.		1522 K St NW Ste 720			Washington	DC	20005	
Olive & Ivy		7135 E Camelback Rd	No 195		Scottsdale	AZ	85251	
OLIVER CASTELINO		Address on File						
OLSON,CANNON, GORMLEY, & DESRUISSEAU		9950 WEST CHEYENNE AVE			Las Vegas	NV	89129	
OM5-DALLAS		Prestonwood Tower	5151 Beltline Rd.	Suite 550	Dallas	TX	75254	
OMelveny & Myers LLP		400 South Hope St, 18th Floor			Los Angeles	CA	90071-2899	
Omgeo LLC		2967 Collections Center Dr			Chicago	IL	60693	
On Course Promotion		6865 Pear Tree Dr			Carlsbad	CA	92011	
Onelogin, Inc.		848 Battery St			San Francisco	CA	94111-1504	
On-Site Sourcing, Inc.		PO Box 75495			Baltimore	MD	21275	
Opal Financial Group		132 W 36th St Rm 200			New York	NY	10018-8840	
Open Text Inc.	c/o JP Morgan Lockbox	24685 Network Place			Chicago	IL	60673-1246	
Opentext		275 Frank Tompa Drive			Waterloo	ON	N2L 0A1	Canada

Appx. 00470

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
OppenheimerFunds, Inc.	Attn Accounts Payable	6803 S. Tucson Way, Bldg 2 Garden Level			Centennial	CO	80112	
Options Group		121 East 18th St			New York	NY	10003	
Options Price Reporting Authority		PO Box 95718			Chicago	IL	60694-0001	
Opus 2 International Inc	Mr Matthew Finney	5th Floor, 5 New Street Square			London		EC4A 3BF	United Kingdom
Opus 2 International, Inc.	Matthew Finney, Credit Controller	5 New Street Square			London		EC4A 3BF	United Kingdom
Opus 2 International, Inc.		100 Pine Street	Suite 560		San Francisco	CA	94111	
ORACLE AMERICA, INC		PO BOX 71028			Chicago	IL	60694-1028	
ORACLE AMERICA, INC		PO BOX 203448			Dallas	TX	75320-3448	
Oracle America, Inc.		500 Oracle Parkway			Redwood Shores	CA	94065-0000	
Oracle America, Inc., Successor in Interest to Sun Microsystems		Buchalter, a Professional Corporation						
Oracle Healthcare Advisors Inc.	Shawn M. Christianson, Esq.	55 2nd St., 17th Fl.			San Francisco	CA	94105	
Orbis Marketing, Inc.		12060 SW 129th Ct Ste 201			Miami	FL	33186-4582	
Orchard Group Productions		21550 Oxnard Street	Suite 850		Woodland Hills	CA	91367	
Oregon Department of Revenue		301 Park Forest Ct			Hurst	TX	76053	
ORENT, COURTNEY		955 Center St NE Address on File			Salem	OR	97301	
Organizational Talent		3752 Colliers Dr			Edgewater	MD	21037	
Orrick, Herrington & Sutcliffe LLP		4253 Collections Center Dr			Chicago	IL	60693	
OSD Investments, LLC		8951 Synergy Dr., Ste 225			McKinney	TX	75070	
OUTLOOKSOFT CORPORATION		ONE STAMFORD PLAZA	11TH FLR		Stamford	CT	06901-3281	
OutSource Management	c/o Cathy Wylet, Meeting Planner	14410 N. 10th Place Address on File			Phoenix	AZ	85022	
Ouyang, Kaixi		71 FIFTH AVE	11TH FLR		New York	NY	10003	
OVATION TRAVEL GROUP	ATTN ANDREA KELLY	483 10th Ave	Suite 230		New York	NY	10018	
Ovis Creative		Address on File						
Owens, David		Address on File						
OXANA BROWN		Address on File						
Oxer Technologies		59 Franklin Street	Suite 5R		New York	NY	10013	
PA Consulting Group		1750 Pennsylvania Ave Ste 100			Washington	DC	20006-4506	
PACER Service Center		PO Box 71364			Philadelphia	PA	71364	
PACER Service Center		PO BOX 70951			Charlotte	NC	28272-0951	
PACER Service Center		PO Box 277773			Atlanta	GA	30384-7773	
PACER Service Center		P.O. Box 5208			Portland	OR	97208-5208	
Pachulski Stang Ziehl & Jones LLP		10100 Santa Monica Blvd	Ste 1300		Los Angeles	CA	90067	
Pacific Life Annuities & Mutual Funds		700 Newport Center Drive			Newport Beach	CA	92660-6397	
Paciugo Catering		1215 Viceroy Drive			Dallas	TX	75247	
Packerland Brokerage Services Inc.		432 Security Blvd			Green Bay	WI	54313-9709	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PADILLA, ANDREW		Address on File						
Paessler		Thurn-und-Taxis-Str. 14			Nuremberg		90411	Germany
Pageant Media		Dunstan House 14a St Cross St			London		EC1N 8XA	United Kingdom
PAIPANANDIKER, CHET		Address on File						
Palco LLC		420 Lexington Avenue	Suite 1425		New York	NY	10170	
Palisade Capital Management		One Bridge Plaza	Suite 695		Fort Lee	NJ	07024	
PALLEY, RENNICK		Address on File						
Palm Beach Investment		13638 Via Flora	Suite A		Delray Beach	FL	33484	
Research Grp Inc.		Address on File						
PALMER, JAMES								
PAM Capital Funding LP	c/o Maples & Calder	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
PAM Capital Funding LP	c/o Queensgate SPV Services Limited	PO Box 1093GT / Suzanne St. Thomas	Compass Center, 2nd Flr, Crewe Road	George Town	Grand Cayman			Cayman Islands
PAM Capital Funding, LP / Ranger Asset M	c/o Maples and Calder, PO Box 309	Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
PamCo Cayman Ltd.	c/o Maples & Calder	PO Box 309, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
	c/o Queensgate SPV Services Limited	PO Box 1093, Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
PamCo Cayman Ltd. / Ranger Asset Managem	c/o Maples and Calder, PO Box 309	Ugland House	South Church Street	George Town	Grand Cayman			Cayman Islands
Panhandle Producers Royalty								
Ownrs Assoc.		3131 Bell Street	Suite 209		Amarillo	TX	79106	
PaperCut Software								
International Pty Ltd		308 SW 1st Ave Ste 300			Portland	OR	97204-3432	
PAR Plumbing		60 N. Prospect Avenue			Lynbrook	NY	11563-1395	
Paradigm		360 Park Avenue South	16th Floor		New York	NY	10010	
Paradise Bakery and Cafe		13710 Dallas Parkway, Suite H			Dallas	TX	75240	
Paradox Sports		710 10th Street	Suite 200		Golden	CO	80401	
Paragon Photocopying, Co.		1700 Commerce Ste 200			Dallas	TX	75201	
PARCELS INC		PO BOX 27			Wilmington	DE	19899	
PARVEDA SOLUTIONS		PO BOX 671060			Dallas	TX	75267	
Park Cities Quail 2016 Dinner & Auction		25 Highland Park Village	Suite 100-417		Dallas	TX	75205	
Park, Jun		Address on File						
Parker Poe Adams & Bernstein LLP		401 S. Tryon St, Ste 3000	Three Wells Fargo Center		Charlotte	NC	28202	
Parkinsons Disease Foundation		Gift Processing Center	PO Box 96268		Washington	DC	20090-6268	
Parkland Securities, LLC	ATin Blayne Andersen	300 Parkland Plaza			Ann Arbor	MI	48103	
Parks Coffee		PO Box 110209			Carrollton	TX	75011-0209	
Parkway Bent Tree Partners, Ltd		17130 Dallas Parkway	Suite 240		Dallas	TX	75248	
Parmentier, Andrew		Address on File						
Parmentier, Andrew		Address on File						
Parmentier, Andrew		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PARNELL, CATHERINE		Address on File						
PARS International Corp	Attn Permissions A/R	253 West 35th Street, 7th Floor			New York	NY	10001	
Parth Shah		Address on File						
Partner Engineering & Science, Inc.		2154 Torrance Blvd	Suite 200		Torrance	CA	90501	
Partridge Snow & Hahn, LLP		40 Westminster Street	Suite 1100		Providence	RI	02903	
Party Frills		219 E White St			Anna	TX	75409	
PASSMORE, MICHAEL		Address on File						
Pat & Emmitt Smith Charities		16000 North Dallas Pkwy	Suite 550N		Dallas	TX	75248	
Pate & Knarr		PO Box 1907			Oklahoma City	OK	73101-1907	
PATEL, VISHAL		Address on File						
PATRICK BOYCE		Address on File						
Patrick Bressler		Address on File						
Patrick Conner		Address on File						
Patrick Daugherty	c/o Thomas A. Uebler	McCollom DEmlilo Smith #401	2751 Centerville Rd		Wilmington	DE	19808	
Patrick Daugherty	c/o Thomas A. Uebler, Esq.	McCollom DEmlilo Smith Uebler LLC #401	2751 Centerville Rd		Wilmington	DE	19808	
Patrick Daugherty		Address on File						
Patrick Daugherty/Andrew K. York	Dylan O. Drummond	Gray Reed & McGraw, LLP	1601 Elm Street	Suite 4600	Dallas	TX	75201-7212	
Patrick Hagaman Daugherty	Jason Kathman	2701 Dallas Parkway Suite 590			Plano	TX	75093	
Patrick Hagaman Daugherty	Pronske and Kathman	Jason P. Kathman	2701 Dallas Parkway Suite 590		Plano	TX	75093	
Patrick J. Elverum		Address on File						
PATRICK KELLY		Address on File						
PATRICK, MARK		Address on File						
Patrina Corporation		45 Broadway	Ste 1440		New York	NY	10006	
Patton Boggs LLP		2550 M St NW			Washington	DC	20037	
Paul D. Kaufman		Address on File						
Paul D. Peterson, Ltd.		3040 Woodbury Drive			Woodbury	MN	55129	
Paul DiMartino		Address on File						
Paul Hastings, Janofsky & Walker LLP		55 Second St, 24th Flr			San Francisco	CA	94105-3441	
Paul Kaufman	Jason P. Kathman	Pronske & Kathman, P.C.	2701 Dallas Parkway, Suite 590		Plano	TX	75093	
PAUL KAUFFMAN		Address on File						
Paul Kaufman		Address on File						
Paul Kaufmann		Address on File						
PAUL KUNKEL		Address on File						
PAUL N. ADKINS		Address on File						
Paula Shober		Address on File						
PAUS2 (Investments) GP Ltd.	Attn Eric Pedde	c/o Alberta Investment Management Corporation	1100-10830 Jasper Avenue		Edmonton	AB	T5J2B3	Canada
Paws Cause 2015	Attn Paws Cause 2015	2400 Lone Star Drive			Dallas	TX	75212	

Appx. 00473

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Paxstone Capital LLP	Athn Kasper Kemp Hansen	483 Green Lane 4005 NW Expressway, STE 500			London		N13 4BS	United Kingdom
PayCom Payroll, LLC		10802 Farnam Drive	Suite 100		Oklahoma City	OK	73116	
PayFlex Systems USA, Inc.		1400 American Ln # 1900			Omaha	NE	68154	
Paylocity		3850 N. Wilke Rd.			Schaumburg	IL	60173-5452	
Paylocity Corporation		10711 Preston Rd	Suite 110		Arlington Heights	IL	60004-0000	
Payne & Smith, LLC		PO Box 670805			Dallas	TX	75230	
Payne & Smith, LLC		PO Box 49283			Dallas	TX	75367-0805	
PayScale Inc		DEPT 77430, PO BOX 77000			San Jose	CA	95161-9283	
PBGC		PO Box 979120			Detroit	MI	48277-0430	
PBGC		PO Box 382808			Saint Louis	MO	63197-9001	
PC Connection		1521 Gordon Petty Dr			Pittsburgh	PA	15250-8808	
PC Serv LLC/SharePoint Solutions	Accounts Recievable	PO Box 1588			Brentwood	TN	37027	
PC Serv, LLC / SharePoint Solutions		1209 Orange St			Brentwood	TN	37024-1558	
PCMG Trading Partners XXIII, L.P.	c/o The Corporation Trust Company	19020 88th Avenue West			Wilmington	DE	19801	
PCS Securities, Inc.		108 S Jackson St Ste 300			Edmonds	WA	98026	
Peach Labs, Inc.		Address on File			Seattle	WA	98104-2872	
Peacock, Carissa		Address on File						
Pearson, James M.		Address on File						
Pearson, Kyle		Address on File						
PEGGY FRANCIS		Address on File						
Peller		Dreikönigsstrasse 45	Postfach 2016		Zurich		CH-8027	SWITZERLAND
Peltekan, Michael		Address on File						
Peltekan, Michael		Address on File						
PELZEL, TERRY		Address on File						
Penant Management GP, LLC	c/o Highland Capital Management, L.P.	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Penland, Nathan		Address on File						
Pension Benefit Guaranty Corporation	Athn M. Baird	Office of the General Counsel	1200 K Street, N.W., Suite 3305		Washington	DC	20005	
Pension Benefit Guaranty Corporation	Lori Butler, Assistant General Counsel	1200 K Street, N.W., Suite 3513			Washington	DC	20005	
Pension Benefit Guaranty Corporation		Department 77430	PO Box 77000		Detroit	MI	48277-0430	
PensionDanmark		Langelinie Alle 43			Copenhagen		02100	Denmark
Pensionsforsikringsakties	Attention Head of Legal							
PensionDanmark								
Pensionsforsikringsaktieselskab	Athn David Grant Crooks	c/o Fox Rothschild LLP	Two Lincoln Centre	5420 LBJ Freeway, Suite 1200	Dallas	TX	75240	
Pensions & Investments		Crain Communication Inc.	115 Gratiot		Detroit	MI	48207-2997	
Pensions & Investments		Subscriber Services			Detroit	MI	48277-0940	
Pensions & Investments		Department 77940						
Pensions & Investments		PO BOX 79001	DRAWER #7718	SUBSCRIBER SERVICES	Detroit	MI	48279-7718	

Exhibit C

Creditor Matrix

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PENTAGROUP FINANCIAL, LLC		5959 CORPORATE DR	STE 1400		Houston	TX	77036	
PENTON TECHNOLOGY MEDIA		221 E 29TH ST			Loveland	CO	80538	
Pepper Hamilton LLP		1201 Market St, Ste 1600			Wilmington	DE	19899	
Pepperdine University PEREIRA, TOM	ATTN Stacy Taylor	Pepperdine School of Law Address on File	24255 Pacific Coast Hwy		Malibu	CA	90263	
Perino, Inc		450 W 42nd Street	Apt 46M		New York	NY	10036	
Perkins Coie LLP	Attn Client Accounting	1201 Third Avenue, Suite 4900			Seattle	WA	98101	
Perot Museum of Nature and Science		2201 North Field Street			Dallas	TX	75201	
Perot Museum of Nature and Science		PO Box 151469			Dallas	TX	75315	
Pershing LLC	Alternative Invest Dept. - Zamana Khan	300 Colonial Center Parkway, 3rd Floor			Lake Mary	FL	32746	
Pershing LLC	Attn Brittany Crowley	300 Colonial Center Parkway			Lake Mary	FL	32746	
Pershing LLC	Attn Genesis Garcia	One Pershing Plaza, 8th Fl			Jersey City	NJ	07399	
Pershing LLC	Attn IBD - 15th Floor	One Pershing Plaza			Jersey City	NJ	07399	
Personnel Concepts		PO Box 3353			San Dimas	CA	91773	
PERTRAC FINANCIAL SOLUTIONS, LLC		2650 Thousand Oaks, Ste 1340			Memphis	TN	38118	
PERTRAC FINANCIAL SOLUTIONS, LLC		10403 DOUBLE R BOULEVARD			Reno	NV	89521	
Pestotnik + Gold LLP		501 W. Broadway	Suite 1850		San Diego	CA	92101	
Petals & Stems Florist		13319 Montfort	LBJ at Montfort		Dallas	TX	75240	
PETER CHUNG		Address on File						
PETER CHUNG		Address on File						
PETER FERGUSON		Address on File						
PETER NOLAN		Address on File						
PETER PESTILLO		Address on File						
Peter Roman		Address on File						
PetroCap III and SLP	Marc Lombardi	c/o Akin Gump Strauss Hauer & Feld, LLP	2300 N. Field Street, Suite 1800		Dallas	TX	75201-2481	
PetroCap III and SLP	Sarah Schultz	c/o Akin Gump Strauss Hauer & Feld, LLP	2300 N. Field Street, Suite 1800		Dallas	TX	75201-2481	
PetroCap III and SLP	Wesley Williams	c/o Akin Gump Strauss Hauer & Feld, LLP	2300 N. Field Street, Suite 1800		Dallas	TX	75201-2481	
PetroCap Inc		2602 McKinney Avenue	Suite 400		Dallas	TX	75204	
Petrocap Incentive Partners III GP, LLC	Attn Lane Britain	Petrocap Incentive Holdings III, LP	3333 Lee Parkway, Suite 750		Dallas	TX	75219	
Petrocap Incentive Partners III GP, LLC	Marc Lombardi, Sarah Schultz, Wesley Williams	c/o Akin Gump Strauss Hauer & Feld, LLP	2300 N. Field Street, Suite 1800		Dallas	TX	75201-2481	
PetroCap Partners II GP, LLC	Attention William L. Britain	2602 McKinney Avenue	Suite 400		Dallas	TX	75204-0000	
Petrocap Partners II GP, LLC	Attn Lane Britain	Petrocap Incentive Partners II, LP	3333 Lee Parkway, Suite 750		Dallas	TX	75219	
PetroCap Partners II, GP, LLC	PetroCap, LLC	William L. Britain	2602 McKinney Avenue Suite 400		Dallas	TX	75204	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PetroCap Partners III, L.P.	Marc Lombardi, Sarah Schultz, Wesley Williams	c/o Akin Gump Strauss Hauer & Feld, LLP	2300 N. Field Street, Suite 1800		Dallas	TX	75201-2481	
PetroCap Partners III, L.P.		3333 Lee Parkway	Suite 750		Dallas	TX	75219	
Petroleum Club of Midland		PO Box 10527			Midland	TX	79702-7527	
Petsmart Charities, Inc.		PO Box 96426			Washington	DC	20077-7227	
PFERTNER, JIM		Address on File						
PFPC DISTRIBUTORS		PO BOX 828789			Philadelphia	PA	19182-8789	
PFPC DISTRIBUTORS		PO BOX 828810			Philadelphia	PA	19182-8810	
Phase 3 Marketing and Communications		Dep# 7052	PO Box 2153		Birmingham	AL	35287-7052	
PHELAN, KEVIN		Address on File						
PHIL GALPIN		Address on File						
Phil Rochefort		Address on File						
Philadelphia Biblical University	Attn Mr. Tim Hui	200 Manor Ave			Langhorne	PA	19047-9989	
PHILET FOODS		5331 E MOCKINGBIRD LN	STE 413		Dallas	TX	75206	
Philip Settimi		Address on File						
Philippine American Physicians		PO Box 690695			Orlando	FL	32869	
Phillips, Michael		Address on File						
Phoenixian Operating LLC		6000 East Camelback Road			Scottsdale	AZ	85251	
PicFlips, LLC		8553 N Beach St #280			Fort Worth	TX	76244	
Pillsbury Winthrop Shaw Pittman LLP		PO Box 7880			San Francisco	CA	94120-7880	
Pink Ribbon Cleaning Services		PO Box 541141			Dallas	TX	75354	
Pinnacle Aviation Charter		14988 North 78th Way	Suite 106		Scottsdale	AZ	85260	
Pinnacle Business Systems		609 S. Kelly Avenue, Suite E-7			Edmond	OK	73003	
Pinnacle Group International		PO BOX 2800, # 265			Carefree	AZ	85377	
Pinnacle International		5420 LBJ, Ste 390			Dallas	TX	75240	
Pinnacle International		PO Box 2800, #265			Carefree	AZ	85377	
Pinnacle Office Products LLC		8024 Glenwood Ave	Suite 200		Raleigh	NC	27612	
Pinnacle Office Products LLC		8024 Glenwood Ave Ste 200	STE 200		Raleigh	NC	27612	
PIONEER INVESTMENT MANAGEMENT		60 STATE STREET			Boston	MA	02109	
Pipos Travel Corp.		2333 Brickell Ave.	Mezz UL4		Miami	FL	33129	
PIRA Energy Group		3 Park Ave, 26th Flr			New York	NY	10016-5989	
Piriform Inc.		590 Madison Avenue	21st Floor		New York	NY	10022	
Pirozzi & Hillman, Inc.		274 Madison Ave			New York	NY	10016	
Pirtle Design		506 Union St			Hudson	NY	12534-2816	
Pitney Bowes Credit Corp.		PO Box 856460			Louisville	KY	40285-6460	
PITNEY BOWES FINANCIAL SERVICES LLC		PO BOX 371887			Pittsburg	PA	15250-7887	
Pitney Bowes Global Financial Services		PO Box 371874			Pittsburgh	PA	15250-0000	
Pitney Bowes Inc.		PO Box 371896			Pittsburgh	PA	15250-7896	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Pitney Bowes- Purchase Power		PO Box 371874			Pittsburgh	PA	15250-2648	
PITTMAN, TABOR J.		Address on File						
Pivotal Research Group LLC	Jeff Shelton	c/o 12 John Street			Demarest	NJ	07627	
Pivotal Research Group LLC		12 John Street			Demarest	NJ	07627	
PJ Mechanical Service & Maint. Corp.		135 W. 18th Street			New York	NY	10011	
Planatech Solutions Ltd.		Grosvenor Gardens House	35/37 Grosvenor Gardens		London		SW1W 0BY	United Kingdom
Plano East Golf Booster Club	Attn Brian Flanagan	700 Bear Creek Dr.			Murphy	TX	75094	
Plano Party Animals		600 Legacy Drive	Suite 111		Plano	TX	75023	
PLANT DECOR		PO BOX 8			Ponder	TX	76259-0008	
Plant Interscapes, Inc.		6436 Babcock Rd.			San Antonio	TX	78249	
PlantKeeper		PO BOX 226142			Dallas	TX	75222-6142	
Plastic News		Subscriber Services	PO Box 07938		Detroit	MI	48207-9944	
Platinum Litigation Solutions, LLC								
Platinum Parking		325 N. Saint Paul Street	Suite 1100		Dallas	TX	75201	
Platypus Studios	Attn Mark Baldi	300 Crescent Court	Level G1, LB#102		Dallas	TX	75201	
Plexus Groupe LLC		2055 Corte Del Nogal			Carlsbad	CA	92011	
Plimus, Inc.		21805 W Field Parkway, Ste 300			Deer Park	IL	60010	
PLS Inc.		142 N. Milpitas Blvd #435			Milpitas	CA	95035-4401	
PLUM, KEITH		PO Box 4987			Houston	TX	77210-4987	
PLUMER, KURTIS		Address on File						
PMC Commercial Trust		Address on File						
PMC Service Company		17950 Preston Road	Ste 600		Dallas	TX	75252	
PNC Global Investment Servicing		2425 DilliaRd St			Grand Prairie	TX	75051	
PNP Productions		PO Box 828789			Philadelphia	PA	19182-8789	
POER, MARY		8312 Westlawn Avenue			Los Angeles	CA	90045	
POGLITSCH, JON		Address on File						
POGRANICHNY, PAUL		Address on File						
Point Multimedia LLC		501 Elm Street	Suite 350		Dallas	TX	75202	
Pollock, Staci		Address on File						
Polsen, Gregory		Address on File						
Pope, Hardwicke, Christie, Schell, Kelly & Taplett LLP		500 W 7th Street	Ste 600		Fort Worth	TX	76102	
POPE, JAMES		Address on File						
POPE, THERESA		Address on File						
Portfolio Media, Inc		860 Broadway	6th Floor		New York	NY	10003	
POST, ROBERT		Address on File						
Potbelly Sandwich Works, LLC		222 Merchandise Mart Plaza	23rd FL		Chicago	IL	60654	
POTTER ANDERSON & CORROON LLP	Timothy R. Dudderar	Hercules Plaza, 6th Floor	1313 North Market Street		Wilmington	DE	19801	
Potter, Anderson & Corroon		1313 North Market St PO Box 951			Wilmington	DE	19899-0951	
POWELL, ETHAN K.		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PR Newswire		PO Box 5897			New York	NY	10087-5897	
PR Newswire Association, LLC		602 Plaza	Three Harborside Financial Center		Jersey City	NJ	07311-0000	
PRACTICING LAW INSITUTE		810 SEVENTH AVE			New York	NY	10019	
PRACTICING LAW INSITUTE		PO Box 26532			New York	NY	10087-6532	
Prairie Rose Studio		PO Box 1316			Commerce	TX	75429	
PRAMOD RAJU		Address on File			Mesquite	TX	75149	
Precise Land Surveying, Inc.		4625 Eastover Dr			Scottsdale	AZ	85258	
Premier Wealth Strategies	Attn Jon Rustad	8777 E. Via de Ventura, Site 140			Atlanta	GA	30384-4351	
Premiere Global Services		PO Box 404351			Franklin	TN	37067	
Premiere Speakers Bureau, Inc.		109 International Drive	Suite 300		London	PA	15251-0918	United Kingdom
Prequin Ltd.		Scotia House	33 Finsbury Square		Pittsburgh	PA	15251-0918	
Prequin Ltd.		PO Box 200918			Dallas	TX	75391	
Presbyterian Hospital of Dallas		PO Box 910013			Atlanta	GA	30368-4140	
Prescott Legal Search		PO Box 1024140			New York	NY	10016	
Presidential Process Service Inc		419 Park Ave South	Suite 700		Dallas	TX	75240	
Preston Florist		14856 Preston Rd Ste 110	#235		Dallas	TX	75205	
Preston Hollow Catering		3419 Westminister			Dallas	TX	75230	
Preston Hollow Elementary PTA		6423 Walnut Hill Lane			Whitechapel		E1 8DZ	United Kingdom
PRI Association		5th Floor	25 Camperdown Street					
PRICE, BRIAN		Address on File						
Price, Kevin		Address on File						
PRICE, WHITNEY		Address on File						
Pricewaterhouse Coopers, LLP		8 Cross St. #17-00	PWC Singapore Building		Singapore		048424	SINGAPORE
Pricewaterhouse Coopers, LLP		P.O. Box 952282			Dallas	TX	75395	
Pricewaterhouse Coopers, LLP		PO Box 75647			Chicago	IL	60675-5647	
PricewaterhouseCoopers	c/o John Wander, Vinson Elkins LLP	2001 Ross Avenue	Suite 3900		Dallas	TX	75201	
PRICEWATERHOUSECOOPE RS		SOUTHWARK TOWERS	32 LONDON BRIDGE ST		London		SE1 9SY	United Kingdom
PricewaterhouseCoopers LLP		One North Wacker			Chicago	IL	60606-0000	
Prime Brokerage Services		Jefferies LLC	520 Madison Avenue		New York	NY	10022	
Primedia		PO Box 96985			Chicago	IL	60693	
Princeton Club of NY		15 West 43rd Street			New York	NY	10036-7497	
Princeton Search LLC		d/b/a PrincetonOne	PO Box 52265		Newark	NJ	07101-0220	
Principal Financial Group		PO Box 477			Appleton	WI	54912-0477	
Principal Life		Dept. 400 PO Box 14416			Des Moines	IA	50306-3416	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PrintComm		1161 Executive Drive West			Richardson	TX	75081	
PrintGlobe		PO Box 975659			Dallas	TX	75397-5659	
Privcap LLC		86 Chambers Street	7th Floor		New York	NY	10007	
Probe Ministries		2001 W. Plano Pkwy	Suite 2000		Plano	TX	75075	
Probe Ministries		1900 Firman Dr Ste 100			Richardson	TX	75081-6796	
Professional Technologies, Inc.	Accounting Dept.	4950 N. OConnor Rd., 1st Floor			Irving	TX	75062-2778	
PROFESSIONALS PUBLISHING GROUP		1911 N US HWY 301	STE 140		Tampa	FL	33619	
PROFESSIONAL TECHNOLOGIES INCORPORATED		CORPORATE PLAZA 1, 1st floor	4950 North OConnor Rd		Irving	TX	75062-2778	
Professional Video Services, LLC		8 Canterbury Lane			Westfield	NJ	07090	
Progenics Pharmaceuticals, Inc.	Attn CEO	777 Old Saw Mill Road			Tarrytown	NY	10591	
Progressive Business Publication		370 Technology Drive	PO BOX 3019		Malvern	PA	19355	
Pronske and Kathman	Jason P. Kathman	2701 Dallas Parkway Suite 590			Plano	TX	75093	
Proofpoint		892 Ross Drive			Sunnyvale	CA	94089	
Proposal Software, Inc.		1140 US Hwy 287	Suite 400-102		Broomfield	CO	80020	
Prosek Partners LLC		1552 Post Road			Fairfield	CT	06824	
Proskauer Rose LLP		Eleven Times Square			New York	NY	10036-8299	
Prospect News Inc.		6 MAIDEN LANE	9th floor		New York	NY	10038	
Prospect News Inc.		164 Prospect Park West #4R			Brooklyn	NY	11215	
Prosper Sports Association		1050 High Willow			Prosper	TX	75078	
ProStar Services, Inc		PO Box 110209			Carrollton	TX	75011	
Protection Networks		4887 Alpha Road, St 200			Farmers Branch	TX	75244-4632	
PROVIDEA CONFENCING LLC		PO Box 636132			Cincinnati	OH	45263	
PROVIDEA CONFENCING LLC		1297 Flynn Rd.	Suite 100		CAMARILLO	CA	93012	
Prudential	Attn Nirsa Reyes	100 Mulberry St, Gateway Ctr 3, 14 flr			Newark	NJ	07102	
Prudential		PO BOX 856138			Louisville	KY	40285	
Pryor Cashman LLP		410 Park Ave			New York	NY	10022	
PUBLIC COMPANY ACCTNG OVERSIGHT BOARD		PO BOX 631116			Baltimore	MD	21263-1116	
Puerto Rico Secretary of the Treasury		Securities Division	1492 Ponce de Leon Avenue, Suite 600		San Juan	PR	00907-1492	
Puglisi & Associates		850 Library Ave, Suite 204			Newark	DE	19711	
PUNCHSTOCK		8517 EXCELSIOR DR	STE 200		Madison	WI	53717	
PUNCHSTOCK		PO Box 953604			Saint Louis	MO	63195	
PURCELL, ONDINA		Address on File						
PURCELL, ONDINA A.		Address on File						
Purdy-McGuire		4300 Sigma Ste 200			Dallas	TX	75244-4416	
Pure Compliance		PO BOX 951839			Dallas	TX	75395	

Appx. 00479

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Purshe Kaplan Sterling Investments, Inc.		18 Corporate Woods Blvd	4th Floor		Albany	NY	12211	
PUSATERI, MICHAEL		Address on File						
Putnam Lovell		1155 Metcalfe St, 4th Flr			Montreal	QC	H3B 4S9	CANADA
PwC Product Sales LLC		PO Box 952282			Dallas	TX	75395-2282	
Q&A RECRUITING		14241 N DALLAS PKWY, STE 550			Dallas	TX	75254	
Q.O.P.S.		PO Box 10429			Van Nuys	CA	91410	
Quadriga Partners, LLC	Attn Jason Ficken	100 Fillmore, Suite 425			Denver	CO	80206	
Quality High-Tech Services, Inc.		11807 Forestgate Dr			Dallas	TX	75243	
QUAN ZHANG		Address on File						
QUANTUM		DEPT 0596	PO BOX 120596		Dallas	TX	75312	
Queens Ballpark Co.	Attn Marc Candelaria	126-01 Roosevelt Ave.			Flushing	NY	11368	
Quest CE		10100 W. Innovation Drive	Suite 200		Milwaukee	WI	53226	
Quest Events		2591 Dallas Parkway	Suite 201		Frisco	TX	75034	
QUEST IRA, INC., FBO HUNTER COVITZ, ACCT. # x9811								
QUEST IRA, INC., FBO JON POGLITSCH, ACCT. # x0612		17171 Park Row #100			Houston	TX	77084	
		17171 Park Row #100			Houston	TX	77084	
QUEST IRA, INC., FBO LEE B. PARKER III, ACCT. # x8311		17171 Park Row #100			Houston	TX	77084	
QUEST IRA, INC., FBO NEIL DESAI, ACCT. # x9211		17171 Park Row #100			Houston	TX	77084	
Quest Software		PO Box 51739			Los Angeles	CA	90051-6039	
Quick Trak Messengers		267 West 17th Street			New York	NY	10019	
Quinn Emanuel Trial Lawyers		865 S Figueroa St	3rd Floor		Los Angeles	CA	90017	
Quintairos, Prieto Wood & Boyer		9300 South Dadeland Blvd, 4th Floor	10th FL		Los Angeles	CA	90017	
Quintairos, Prieto Wood & Boyer					Miami	FL	33156	
QVerity, Inc.		865 S. Figueroa St	10th FL		Los Angeles	CA	90017	
Rabbit Reproduction		740 Greenville Blvd.	Suite 400, PMB 154		Greenville	NC	27858	
Rachael Romine		PO Box 29764			Dallas	TX	75229	
RACHAL, TRAVIS		Address on File						
RACHAL, TRAVIS		Address on File						
Rademacher, Cole		Address on File						
Radianz Americas Inc	ATTN Head of Legal	620 Eighth Ave	45 th Floor		New York	NY	10018	
Radianz Americas Inc		PO Box 7247-6642			Philadelphia	PA	19170-6642	
Radianz Americas Inc		DEPT CH 19227			Palentine	IL	60055-9227	
Rafael Anchia		Address on File						
RAJU, PRAMOD		Address on File						
Rakhee V. Patel, Phillip Lamberson, Annmarie Chiarello								
Rally Point Media Strategies LLC		500 Windstead Building	2728 N. Harwood Street		Dallas	TX	75201	
RAMAMURTHY, SUNDAR		1320 North Veitch St	#1712		Arlington	VA	22201	
		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1 Address on File	Address2	Address3	City	State	Zip	Country
Ramesh Swaminathan								
Rand Advisors Series I Insurance Fund	c/o Rand Advisors	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Rand Advisors, LLC / Atlas IDF LP, et al	Attn John Honis	87 Railroad Place	Ste 403		Saratoga Springs	NY	12866-0000	
Rand PE Fund I, L.P.	c/o Rand PE Fund Management, LLC	John Honis	87 Railroad Place	Suite 403	Saratoga Springs	NY	12866	
Randal Stout Entertainment		2341 Hummingbird Trail			Grapevine	TX	76051	
RANDAL ZIEGENHAGEN		5317 ELLSWORTH AVE			Dallas	TX	75206	
Random Lengths		PO Box 867			Eugene	OR	97440-0867	
RANGEL, VICTOR		Address on File						
Ranger Creek Goose		209 Alex Way			Abilene	TX	79602	
Ransom, Garrett		Address on File						
Rapid7 LLC		120 Causeway St Ste 400			Boston	MA	02114-1314	
Rapid7 LLC		PO Box 347377			Pittsburgh	PA	15251-4377	
Ratcliffe for Congress		2931 Ridge Road, Ste 101	PMB #217		Rockwall	TX	75032	
RAWLINGS, OLSON, CANNON		GORMLEY & DESRUISSEAU AVE	9950 W CHEYENNE		Las Vegas	NV	89129	
Raymond Dougherty		Address on File						
Raymond James & Associates, Inc	Attn Kristin Koscho	880 Carillon Parkway			St. Petersburg	FL	33716	
Raymond James & Associates, Inc	Attn Treasury/RMB-M/F	PO Box 23591			St. Petersburg	FL	33742	
Raymond James & Associates, Inc		70 East Main St			Avon	CT	06001	
Raymond James & Associates, Inc		Granada Building, 5th Floor	1216 State Street, Suite 500		Santa Barbara	CA	93101	
Raymond James Financial	ALPG attn Todd Moulton	3610 N. University Ave, Ste 350			Provo	UT	84604	
Raymond James Financial	Attn Catina Cruz/RJ BP Dev Conf Free	PO Box 23613			St. Petersburg	FL	33742	
Raymond Joseph Dougherty	D. Craig Shew, PLLC	PO Box 1373			Ada	OK	74821-1373	
Raymond Joseph Dougherty		Address on File						
RBC Capital Markets, LLC	Attn Dave Hlrons	4250 Executive Square, Ste 800			Lajolla	CA	92037	
RBC Capital Markets, LLC	Attn Jim Brick	60 South Street, P21			Minneapolis	MN	55402	
RCR Wireless News		Subscriber Services Department 77940			Detroit	MI	48277-0940	
Real Capital Analytics		139 5th Ave			New York	NY	10010	
REAL ESTATE ALERT		5 Marine View Plaza #400			Hoboken	NJ	07030	
Real Time Services		452 West John Street			Hicksville	NY	11801-1301	
REALPOINT		BOX #3001	200 WITMER RD		Horsham	PA	19044	
REALPOINT		Receivable Management Services	4836 Brecksville Rd		Richfield	OH	44286	
Reasoning Mind		5910 N. Central Expressway # 250			Dallas	TX	75206	
Rebecca A. Thompson		Address on File						
Rebecca Stropoli		Address on File						
Record Press Inc.		229 West 36th Street			New York	NY	10018	
Records Deposition Service		1701 N Collins Blvd Ste 334			Richardson	TX	75080-3602	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Red Hat		100 East Davie Street			Raleigh	NC	27601-0000	
Red Oak Compliance Solutions LLC		1320 Arrow Point Dr Ste 411			Cedar Park	TX	78613-2095	
Red River CLO Corp.		P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Red River CLO Ltd c/o Ogier Fiduciary Services (Cayman) Limited	Attention The Directors	P.O.Box 1234,	Queensgate House South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Red River CLO Ltd.		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Red River CLO Ltd. et al	U.S. Bank National Association Corporate Trust Services/CDO Department							
Red River CLO Ltd. Grand Central Asset Trust	LaSalle Bank N.A., as Collateral Administrator	One Federal Street, Third Floor			Boston	MA	02110	
Red River CLO Ltd. Grand Central Asset Trust	U.S. Bank, National Association	181 West Madison Street	Suite 3200	CDO Trust Services - Roy Hykal	Chicago	IL	60602	
Red River CLO Ltd. Highland Special Opportunities Holding Company U.S. Bank National Association		One Federal Street	3rd Floor	Mr. Jackson Carneiro	Boston	MA	02110	
Red River CLO Ltd. Highland Special Opportunities Holding Company U.S. Bank National Association	Highland Special Opp. Holding Company	2 Galleria Towers 13455 Noel Road	Suite 1300		Dallas	TX	75240	
Red River CLO Ltd. Highland Special Opportunities Holding Company U.S. Bank National Association	LaSalle Bank N.A., as Collateral Administrator	181 West Madison Street	Suite 3200	CDO Trust Services - Maciej Zurawski	Chicago	IL	60602	
Red River CLO Ltd. Highland Special Opportunities Holding Company U.S. Bank National Association	U.S. Bank, National Association	One Federal Street	Third Floor	Mr. Jackson Carneiro	Boston	MA	02110	
Red River CLO Ltd. MMP-5 Funding, LLC IXIS Financial Products Inc.	IXIS Financial Products Inc.	9 West 57th Street	36th Floor		New York	NY	10019	
Red River CLO Ltd. MMP-5 Funding, LLC IXIS Financial Products Inc.	MMP-5 Funding, LLC	120 White Plains Road	Suite 115		Tarrytown	NY	10591	
Red River CLO Ltd. U.S. Bank National Association IXIS Financial Products Inc.	Red River CLO Ltd. Address c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1234	Queensgate House South Church Street	Red River CLO Ltd.	George Town		KY1-1108	Cayman Islands
Red River CLO Ltd., et al		190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Red River CLO, Ltd.	c/o Ogier Fiduciary Services (Cayman) Limited	P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Red River CLO, Ltd.	Red River CLO Ltd. c/o Ogier Fiduciary Services (Cayman) limited	P.O. Box 1093GT	Queensgate House, South Church Street	The Directors	George Town			Cayman Islands
Red River CLO, Ltd.	U.S. Bank National Association Corporate Trust Services/CDO Department			c/o Ogier Fiduciary Services (Cayman) Limited				
Red River CLO, Ltd. U.S. Bank National Association		One Federal Street, Third Floor	Ref Red River CLO Ltd		Boston	MA	02110	
Red River CLO, Ltd. U.S. Bank National Association		P.O. Box 1234	Queensgate House South Church Street	The Directors - Red River	George Town		KY1-1108	Cayman Islands

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Red Rock Strategic Partners		PO Box 35			Watkinsville	GA	30677	
Redbud E&P Inc.		2602 McKinney Ave	Ste 400		Dallas	TX	75204	
Redeemer Committee - Highland Crusader	Attn Eric Felton	731 Pleasant Ave.			Glen Ellyn	IL	60137	
Redeemer Committee Highland Crusader Fund	c/o Terri Mascherin, Esq.	Jenner & Block	353 N. Clark Street		Chicago	IL	60654-3456	
Redmond Law Firm		6731 W. 121 St, Ste 226			Overland Park	KS	66209	
Redspin		27271 Las Ramblas	Suite 200		Mission Viejo	CA	92691	
REED SMITH		Address on File						
REED SMITH		PO Box 360074M			Pittsburgh	PA	15251-6074	
REED SMITH		PO BOX 759052			Baltimore	MD	21275-9052	
REED WATSON		Address on File						
Reese Energy Consulting, Inc.		725 South Boulevard			Edmond	OK	73034	
Refinitiv	c/o Sarah E. Doerr	Refinitiv f/d/b/a Thomson Reuters	Moss & Barnett	150 5th St S, Suite 1200	Minneapolis	MN	55402	
Refinitiv US LLC		3 Times Square			New York	NY	10036	
Regulatory Compliance Watch		PO Box 9407			Gaithersburg	MD	20898-9407	
Regus Business Centre		Colleen Susini, Centre Manager	245 Park Ave, 39th Flr		New York	NY	10167	
Regus Management Group LLC		PO Box 842456			Dallas	TX	75284-2458	
Reid Collins & Tsai	William T. Reid, Esq.	Reid Collins & Tsai LLP	810 Seventh Avenue, Ste 410		New York	NY	10019	
Reid Collins & Tsai LLP		1301 S. Capital of Texas Hwy						
Reid Collins & Tsai LLP		4301 Westbank Drive	#C300		Austin	TX	78746	
Reid Davis		Address on File	Building B Suite 230		Austin	TX	78746	
REIS SERVICES, LLC		530 Fifth Ave 5th Floor			New York	NY	10036	
Reis, Inc.		5 West 37th St			New York	NY	10018	
Reis, Inc.		530 5TH AVE, 5TH FLR			New York	NY	10036	
REIT ZONE PUBLICATIONS, LLC		448 IGNACIO BLVD	STE 345		Novato	CA	94949	
Reiter, Jon		Address on File						
Relationship Science LLC		909 3rd Ave	FL 18		New York	NY	10022	
Relationship Science LLC		PO Box 347989			Pittsburgh	PA	15251-4989	
Ren Morrison Photography		5445 Canuth Haven 121			Dallas	TX	75225	
Rentacrate Incorporated		124 Prospect St.			Waltham	MA	02453	
Rentacrate Incorporated		22 Century Blvd	Suite 420		Nashville	TN	37214	
Rentacrate Incorporated		PO Box 32194			New York	NY	10087-2194	
Rentfro, Tyler		Address on File						
Reorg Research, Inc.		1140 Broadway	Ste 201		New York	NY	10001	
Reorg Research, Inc.		11 East 26th Street	12th Floor		New York	NY	10010-0000	
Reporters Central LLC		363 Seventh Ave, 21st Fl			New York	NY	10001	
Republic Title of Texas, Inc.		2701 W. Plano Parkway, Suite 100			Plano	TX	75075	
Reputation Management Consultants		92 Corporate Park	Suite C-700		Irvine	CA	92606	
Rescue Cell Phone		280 Legacy Dr	#104		Plano	TX	75023	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rescue Cell Phone Corporation		6121 Greenville Ave			Dallas	TX	75206	
Research in Motion Corporation		12432 Collections Center Dr			Chicago	IL	60693	
Resolutions, LLC.		222 Berkeley Street	Suite 1060		Boston	MA	02116	
Resort Capital Advisors		712 Intracoastal Dr			Ft. Lauderdale	FL	33304	
Resource Technologies Corp.		PO Box 3201			Troy	MI	48007-3201	
Restaurant Associates	Attn Jeanine Miller	1071 Fifth Avenue			New York	NY	10128	
Resulte Universal		5151 Belt Line Rd	Suite 455		Dallas	TX	75254	
REUTERS LOAN PRICING CORPORATION		GENERAL POST OFFICE	PO BOX 26803		New York	NY	10087-6803	
Rey Rodriguez		Address on File						
Reynolds Frizzell Black Doyle Allen		1100 Louisiana	Ste 3500		Houston	TX	77002	
Reynolds, Steven		Address on File						
RFPnetworks B.V.		Laan van Kronenburg 14			Amstelveen		1183AS	NETHERLAN
Rhinotek Computer Products		PO Box 6205			Carson	CA	90749	
Rhode Island Dept. Business Regulation		Securities Division	1511 Pontiac Ave. Bldg					
Rialto Capital Advisors, LLC		790 NW 107th Avenue	69, 1st Floor		Cranston	RI	02920	
RICCI, JENNIFER		Address on File	Suite 400		Miami	FL	33131	
Riccione Resources, Inc		17194 Preston Rd	Suite 102-390		Dallas	TX	75248-1221	
RICE, BRIAN		Address on File						
RICE, CHARLES		Address on File						
Rice, Christopher		Address on File						
Rich Bitterman		Address on File						
RICH DAPAAH		Address on File						
RICH, MICHAEL		Address on File						
RICHARD & SYLVIA TUCKER TRUST		Address on File						
Richard Arnitz		Address on File						
RICHARD BARNES TRUST		Address on File						
Richard Egelhof		Address on File						
Richard Even		Address on File						
Richard Harris		Address on File						
Richard Layton & Finger		One Rodney Square	920 North King Street		Wilmington	DE	19801	
RICHARD LINDENMUTH		Address on File						
Richard M. Alderman		Address on File						
Richard Pines		Address on File						
Richard Redden		Address on File						
Richard Rinehart		Address on File						
RICHARD TUCKER		Address on File						
Richards Partners		8750 N Central Expy	Suite 100		Dallas	TX	75231-6437	
Richards, Paul		Address on File						
Richards, Paul A.		Address on File						
Richardson, Kellie		Address on File						
Richmond Communicatinos Group, Inc.		2750 Northhaven Rd Ste 202			Dallas	TX	75229	
Richofsky, Lori		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RICK DREW		Address on File						
Ricky Swadley	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Ricoh Americas Corporation		PO BOX 13852			Newark	NJ	07188-0852	
Ricoh Americas Corporation		PO Box 4245			Carol Stream	IL	60197-4245	
Ricoh Americas Corporation		PO BOX 73210			Chicago	IL	60673-7210	
Ricoh Americas Corporation		PO Box 660342			Dallas	TX	75266-0342	
Ricoh Americas Corporation		PO BOX 730366			Dallas	TX	75373-0366	
RICOH BUSINESS SOLUTIONS		First Floor	4667 N. Royal Atlanta Dr.		Tucker	GA	30084	
RICOH BUSINESS SOLUTIONS		PO BOX 73210			Chicago	IL	60673-7210	
Ricoh USA, Inc.		PO Box 827577			Philadelphia	PA	19182-7577	
Ricoh USA, Inc.		21146 Network Place			Chicago	IL	60673-1211	
Ricoh USA, Inc.		PO Box 660342			Dallas	TX	75266-0342	
Riddle, Cara		Address on File						
Ridgely, Taylor		Address on File						
RIDGELY, TAYLOR		Address on File						
RIDGELY, TAYLOR		Address on File						
RIDGEWAY, BRIAN		Address on File						
Rigzone.com, Inc.		Address on File						
RINGHEIMER, JEREMY		14531 FM 529, Ste 225			Houston	TX	77095	
RIORDAN, TERRENCE		Address on File						
RIORDAN, TERRENCE C.		Address on File						
Rios, Heriberto		Address on File						
Ripe4Offices		13-19 Circus Rd						
Ripple Effect Strategies, Inc.		503 E. Jackson St.	St. Johns Wood Suite 235		London		NW8 6PB	United Kingdom
RISI		PO BOX 16586			Tampa	FL	33602-4904	
Risk Metrics Group		PO Box 2621			North Hollywood	CA	91615-6586	
Ritch, Lauren N.		Address on File			Buffalo	NY	14240-2621	
Riveron Consulting, LLC		2515 McKinney Avenue	Suite 1200		Dallas	TX	75201	
RL Consulting		19228 Charandy Drive			Leesburg	VA	20175	
RME		PO Box 261237			Tampa	FL	33685-1237	
ROARK, BRANDEN		Address on File						
ROB BUCK PHOTOGRAPHS, INC		3411 CLEARVIEW DR			Austin	TX	78703	
ROB PEDERSON		Address on File						
Robbins, Russell, Englet, Orseck, Untereiner & Sauber LLP		2000 K Street, NW	4th FL		Washington	DC	20006	
Robert A. Leonard		Address on File						
Robert Carey		Address on File						
Robert Flink		Address on File						
ROBERT GAGE		Address on File						
ROBERT GEORGE		Address on File						
Robert Half Finance and Accounting		2613 Camino Ramon			San Ramon	CA	94583	
Robert Half Finance and Accounting		PO Box 743295			Los Angeles	CA	90074-3295	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Robert Half Legal		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Half Legal		File 73484	PO Box 60000		San Francisco	CA	94160-3484	
Robert Half Management Resources		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Half Management Resources		PO Box 60000			San Francisco	CA	94160-3484	
Robert Half Technology		PO Box 743295			Los Angeles	CA	90074-3295	
Robert Half Technology		FILE 73484	PO Box 60000		San Francisco	CA	94160-3484	
Robert Hargesheimer		Address on File						
Robert M. Garza & Associates, Inc.		1001 Hot Springs Dr			Allen	TX	75013	
ROBERT MUNROE		Address on File						
Robert Pederson		Address on File						
Robert Peiser		Address on File						
Robert Roland		Address on File						
Robert Sullivan		Address on File						
ROBERT THOMPSON		Address on File						
Robert William Chanda		Address on File						
Roberta L. Fisher		Address on File						
Robin Russell, Joseph P. Rovira		Address on File						
Hunton Andrews Kurth LLP		600 Travis Street, Suite 4200			Houston	TX	77002	
Robust Advisors, Inc.		7 DeGraaf Court			Mahwah	NJ	07430	
ROBY, JOHN		Address on File						
Rochelle McCullough, LLP		325 North St. Paul Street, Suite 4500			Dallas	TX	75201	
Rockwall CDO II Ltd.		P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Rockwall CDO II, Ltd. Investors Bank & Trust Company		200 Clarendon Street	CDO Services Group		Boston	MA	02116	
Rockwall CDO II, Ltd. Investors Bank & Trust Company		P.O. Box 1093GT, Boundary Hall	Cricket Square George Town, Grand Cayman	Attention The Directors-Stratford CLO Ltd.	Grand Cayman			Cayman Islands
Rockwall CDO Ltd JPMorgan Chase Bank, National Association		600 Travis Street	50th Floor	Worldwide Securities Services-Rockwall CDO Ltd.	Houston	TX	77002	
Rockwall CDO Ltd.		P.O. Box 1093GT	Queensgate House	George Town	Grand Cayman			Cayman Islands
Rockwall CDO Ltd., et al		P.O. Box 1093GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Rockwell CDO (Delaware) Corp.		PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman			Cayman Islands
Rockwell CDO I Ltd		PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rockwell CDO II Ltd		PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rockwell CDO, Ltd		PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rod Laughlin		Address on File	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Rod Lim		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RODDA, SANDIE		Address on File						
RODDA, SANDIE K		Address on File						
Roderick Givens		Address on File						
Rodolfo Esquivel		Address on File						
Roe Golightly		Address on File						
Roerber, Blair A.		Address on File						
ROGER CHEN		Address on File						
ROGER LI		Address on File						
ROGGE DUNN GROUP, PC	Brian P. Shaw	500 N. Akard Street, Suite 1900			Dallas	TX	75201	
Romacorp. Inc.	David Short	1700 Alma Drive	Suite 400		Plano	TX	75075	
Ron Attar		Address on File						
Ron DVari		Address on File						
Ron Patterson Insurance		2435 N Central Expy Ste 1600			Richardson	TX	75080-2784	
Ronald McDonald House of Dallas		5641 Medical Center Dr			Dallas	TX	75235	
ROOS, PAUL		Address on File						
Ropes & Gray LLP		800 Boylston Street			Boston	MA	02199	
Ropes & Gray LLP		One International Place			Boston	MA	02110-2624	
Ropes & Gray LLP		PO Box 414265			Boston	MA	02214-4265	
Rosen Systems, Inc.		2323 Langford St.			Dallas	TX	75208	
Rosenthal, Monhait, & Goddess PA		Suite 1401, 919 Market St	PO Box 1070		Wilmington	DE	19899-1070	
Rosewood Crescent Hotel	Attn Ms Eva Delgadillo	PO Box 845576			Dallas	TX	75284-5576	
Rosewood Crescent Hotel		400 Crescent Court			Dallas	TX	75201	
Rosewood Crescent Hotel &		Rosewood Mansion on Turtle Creek	400 Crescent Court		Dallas	TX	75201	
Ross & Smith, PC	Judith W. Ross, Frances A. Smith, Eric Soderlund	700 North Pearl Street, Suite 1610			Dallas	TX	75201	
Ross Smith Energy Group		400, 407 - 8th Avenue			CALGARY	AB	T2P 4Z2	CANADA
Ross Vaillancourt		Address on File						
ROSS, JAMES		Address on File						
Roth Staffing Companies, LP		PO Box 848761			Los Angeles	CA	90084-8761	
ROTHSTEIN, JASON		Address on File						
Rothstein, Kass & Company, P.C.		9171 Wilshire Blvd, Ste 500			Beverly Hills	CA	90210-5591	
Roubini Global Economics, LLC		131 Varick St., Ste 1005			New York	NY	10013	
Roubini Global Economics, LLC		PO Box 10087			Uniondale	NY	11555	
Rough Creek Lodge		PO Box 2400			Glen Rose	TX	76043	
Round Hill Country Club		3169 Roundhill Rd			Alamo	CA	94507	
ROURKE, KEVIN		Address on File						
ROWLETT HILL, LLP		25 HIGHLAND PARK VILLAGE	STE 100-448		Dallas	TX	75205	
Rowlett Law PLLC		100 HIGHLAND PARK VILLAGE	STE 200		Dallas	TX	75205	
Rowlett Law PLLC		12655 N Central Expwy Ste 421			Dallas	TX	75243	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ROY SEROUSSI		Address on File			Long Island City	NY	11101	
Royal Dispatch Services Inc		43-22 Van Dam Street						
ROYAL PRINTING GROUP, INC.		2035 ROYAL LN	STE 250		Dallas	TX	75229	
RR Donnelley		PO Box 932721			Cleveland	OH	44193	
RR Donnelley		PO Box 538602			Atlanta	GA	30353-8602	
RR Donnelley Financial, Inc.		PO Box 932721			Cleveland	OH	44193	
RR Donnelley Financial, Inc.		PO Box 730216			Dallas	TX	75373-0216	
RR Donnelley Receivables, Inc		PO Box 13654			Newark	NJ	07188-0001	
RSM MCGladrey		5155 Paysphere Circle			Chicago	IL	60674	
RSM US LLP		5155 Paysphere Circle			Chicago	IL	60674	
RTB Media LLC		619 Willow Ave	Suite 3L		Hoboken	NJ	07030	
Rubin and Rudman LLP		50 Rowes Wharf			Boston	MA	02110	
Rudy Mora Brick Masonry		131 Rosegarden Dr.			McKinney	TX	75070	
RUGG, STACEY		Address on File						
Rugmakers Gallery, Inc.		4920 Cash Rd.			Dallas	TX	75247-6308	
RUSCH, MARYAM		Address on File						
Russ Kathrein		Address on File						
Russel Reynolds & Associates		Church Street Station	Post Office Box 6427		New York	NY	10249	
Russell Jones & Walker		61 Sandmere Rd	Clapham		London		SW1Y4UR	United Kingdom
Russell Reynolds Associates		Church Street Station	PO Box 6427		New York	NY	77100	
Russell W. May		Address on File						
Russell W. May		Address on File						
RUTLEDGE, ROBERT		Address on File						
Ryan Associates Technology LLC		21 Hillandale Dr			New Rochelle	NY	10804	
RYAN HIGHTOWER		Address on File						
Ryan Law		Address on File						
Ryan Lucero		Address on File						
Ryan Moore		Address on File						
Ryan O'Dowd Photography		3924 County Road 168			McKinney	TX	75071	
Ryan P. Newell (Connolly Gallagher LLP)	Attn Jeffrey C. Wisler, Esq.	Connolly Gallagher LLP	1201 N. Market Street, 20th Floor		Wilmington	DE	19801	
RYAN VOTAW		Address on File						
Ryan, Inc.		Address on File						
Ryder, Philip		Address on File						
S&P Global Market Intelligence		33356 Collection Center Drive			Chicago	IL	60693-0333	
S&P Global Market Intelligence LLC		55 Water Street			New York	NY	10041-0000	
S. LeBlanc & Company		942 Shore Crest Rd.			Carlsbad	CA	92011	
Saagar Grover		Address on File						
Sachdev, Kunai		Address on File						
Sacred Heart in NYC		1 East 91st ST.			New York	NY	10128	
SACRS	c/o Strategic Local Govt Services, LLC	1415 L Street, Suite 1000			Sacramento	CA	95814	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sadis & Goldberg	Stephen Huttler	551 Fifth Avenue, 21st Flr			New York	NY	10176	
SAEHLER, CHRISTOPHER J.		Address on File						
Sagar Vira		Address on File						
Sage Document Services Group LLC								
Sage Search Partners		2 West 45th Street	Ste 407		New York	NY	10036	
SagePoint Financial, Inc.		3811 Turtle Creek Blvd	Suite 850		Dallas	TX	75219	
SagePoint Financial, Inc.	Attn Supervision-Reimbursement	2800 N Central Ave, Suite 1200			Phoenix	AZ	85004	
SAKUNGEW, PON		74 8th St. SE	Suite 105		Hickory	NC	28602	
Sal Villacorta		Address on File						
Salesforce.com		Address on File						
Salesforce.com		PO BOX 842569			Boston	MA	02284	
Salesforce.com		PO Box 5126			Carol Stream	IL	60197-5126	
Salesforce.com		PO Box 203141			Dallas	TX	75320-3141	
Salesmanship Club Chrtbl Golf Dallas Inc		106 E. Tenth St.			Dallas	TX	75203	
Sail Fund Management, LLC	Tom Nieman	6836 Austin Center Blvd.	Suite 320		Austin	TX	78731	
Salomon Smith Barney Inc.			Queensgate House					
Highland Loan Funding V Ltd.	Highland Loan Funding V Ltd	P.O. Box 1093 GT	South Church Street	The Directors	George Town		KY1-1108	Cayman Islands
Salomon Smith Barney Inc.								
Highland Loan Funding V Ltd.	Salomon Smith Barney	390 Greenwich Street	4th Floor	FI Structured Products Group	New York	NY	10013-2396	
Salus Valuation Group, Inc.		111 West Myrtle Ave	Unit 6		Foley	AL	36535	
Sam Engineering & Testing		1115 Luke St, Suite 100			Irving	TX	75061	
SAM GARCIA		Address on File						
Sam Graham		Address on File						
Sams Club		PO Box 9001152			Louisville	KY	40290-1152	
Sanborn, Brian		Address on File						
SANBORN, PATRICIA		Address on File						
SANCHEZ, RODERICK		Address on File						
SANDEEP GUPTA		Address on File						
SANDEEP GUPTA		Address on File						
Sandlapper Securities, LLC		406 N Pleasantburg Dr			Greenville	SC	29607-2128	
Sands Point Funding, Ltd.	c/o Guggenheim Partners	330 Madison Ave, 11th Floor			New York	NY	10017	
SANJEEV MEHTA		Address on File						
Santoyo Moore Wehmeyer P.C.		1020 NE Loop 410, Suite 320			San Antonio	TX	78209	
Sard Verbinen & Co.		630 Third Ave			New York	NY	10017	
Sard Verbinen & Co.		General Post Office	PO Box 26781		New York	NY	10087-6781	
Sard Verbinen, LLC		PO Box 26781			New York	NY	10087-6781	
Satuit Technologies Inc.		80 Washington St.	Unit M50		Norwell	MA	02061	
Satuit Technologies Inc.		100 Grossman Drive	Suite 302		Braintree	MA	02184	
Savvy Training & Consulting		4530 Independence Trail			Evergreen	CO	80439	
Sawko & Burroughs, P.C.		1172 Bent Oaks Drive			Denton	TX	76210	
Saxton Morgan		PO Box 2302			Addison	TX	75001	
Sayles Werbner		Address on File						
Sbaiti & Company PLLC	Mazin A Sbaiti	J.P. Morgan Chase Tower	2200 Ross Avenue	Suite 4900W	Dallas	TX	75201	
SBC		PO Box 660324			Dallas	TX	75266-0324	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SBC Long Distance		PO Box 660688			Dallas	TX	75266-0688	
SBC Southwestern Bell		PO Box 5069			Saginaw	MI	48605-5069	
SC Department of Revenue		300A Outlet Pointe Boulevard			Columbia	SC	29210	
Scarb Consulting	AMEGY BANK NATIONAL ASSOCIATION	ASSIGNEE FOR SCARAB ACQUISITION, LLC	DEPT 338, PO BOX 4346		Houston	TX	77210-4346	
Scarb Consulting		Dept 338, PO Box 4346			Houston	TX	77210	
Scarb Consulting		504 Lavaca, Suite 910			Austin	TX	78701	
SCF Securities, Inc.		155 E. Shaw Avenue	Suite 102		Fresno	CA	93710	
SCHEMBRI, STEPHEN		Address on File						
Schmidt & Stacey Consulting Eng. Inc.		400 City Place	2711 N. Haskell Ave.	Lock Box 29	Dallas	TX	75204	
SCHNABEL, MATTHEW		Address on File						
School, Jennifer		Address on File						
SCHRAY, NATHAN		Address on File						
SCHRECK, DEANNE		Address on File						
Schroepfer Wessels Jolesch		8401 North Central Expwy Ste 300			Dallas	TX	75225	
SCHROTH, MELISSA		Address on File						
SCHULER, ELLIOT		Address on File						
SCHULER, KARISSA		Address on File						
Schulte Roth & Zabel LLP	James T. Bentley	919 Third Avenue			New York	NY	10022	
Schumacher Cargo Logistics, Inc.		550 W. 135th Street			Gardena	CA	90248	United Kingdom
SCI		311/507 Clerknwell Close			London		EC1R 0AT	
Scoop Reprint Source		30270 Rancho Viejo Road	Suite E		San Juan Capistrano	CA	92675	
Scott A. Snook		Address on File						
Scott B. Ellington	c/o David Neier, Winston Strawn LLP	200 Park Avenue			New York	NY	10166	
Scott B. Ellington	Scott Ellington c/o Francis A Smith, Ross & Smith PC	Plaza of the Americas	700 N Pearl Street, Suite 1610		Dallas	TX	75201	
Scott B. Ellington		Address on File						
SCOTT COOPER		Address on File						
Scott Douglass & McConnico LLP		303 Colorado Street, Suite 2400			Austin	TX	78701	
Scott Ellington	Debra A. Dandeneau	Baker & McKenzie LLP	452 Fifth Avenue		New York	NY	10018	
Scott Ellington	Michelle Hartmann	Baker & McKenzie LLP	1900 North Pearl, Suite 1500		Dallas	TX	75201	
Scott F. Kavanaugh		Address on File						
Scott F. Kavanaugh		Address on File						
Scott Harris		Address on File						
Scott Hoermann		Address on File						
Scott K Meyer		Address on File						
SCOTT KOHNEN		Address on File						
Scott McCurry		Address on File						
SCOTT NELSON		Address on File						
Scott Niebling Valuation Group		3930 East Ray Rd	Suite 180		Phoenix	AZ	85044	

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SCOTT ROSENTHAL		Address on File						
SCOTT SCHEIN		Address on File						
SCOTT Shilberg		Address on File						
SCOTT TANDBERG		Address on File						
Scott Waggoner		Address on File						
Scura Paley Securities LLC		489 5th Ave., 15th Flr			New York	NY	10017	
Sea Island Company	c/o Group Billing, Acctg Dept	100 Cloister Drive			Sea Island	GA	31561	
SEAL Legacy Foundation		1401 McKinney	Ste 2222		Houston	TX	77010	
SEAMAN, CRISTINA		Address on File						
SeamlessWeb Professional Solutions, Inc.		PO Box 5439			New York	NY	10087-5439	
SeamlessWeb Professional Solutions, Inc.		PO Box 71649			Chicago	IL	60694-1649	
Sean Neumayer Photography		4321 S. Coolidge Ave			Tampa	FL	33611	
Search Finance		14001 Dallas Pkwy	Ste 1200		Dallas	TX	75240	
Seaver, Jeffrey		Address on File						
SEC Headquarters	Mail Stop 7010 / 2017 Annual Report							
Secretary of State	Division of Corporations	100 F Street, NE	Mail Stop 7010		WASHINGTON	DC	20549-2000	
Secretary of State	Franchise Tax	P.O. Box 7040			Dover	DE	19903	
Secretary of State	PO BOX 12887				Austin	TX	78711	
Secretary of State	1500 11th St	IRC Unit, 3rd FL			Sacramento	CA	95814	
Secretary of State	PO Box 13550				Austin	TX	78711-3550	
Secretary of State	PO Box 13697				Austin	TX	78711-3697	
Secretary of State	801 Capitol Way South	PO Box 40234			Olympia	WA	98504-0234	
Secretary of State of Illinois	Illinois Securities Department	421 E. Capital Ave., 2nd Fl.			Springfield	IL	62701	
SECRETARY OF STATE OF TEXAS	ACCOUNTS RECEIVABLE	PO BOX 12887			Austin	TX	78711-2887	
Secretary of the Commonwealth	Securities Division	One Ashburton Place, Rm 1701			Boston	MA	02108	
Secretary of Treasury		P.O. Box 7040			Dover	DE	19903	
Secretary of Treasury		15th & Pennsylvania Avenue, N.W.			Washington	DC	20220	
Secure Concepts LLC		128 East BRdway #501			New York	NY	10002	
Secure Options, Inc.		5420 Bryan Street			Dallas	TX	75206	
Secure Options, Inc.		2156 W Northwest Hwy Ste 300			Dallas	TX	75220	
Secure Share Network LLC		3475 Piedmont Road NE, Ste 450			Atlanta	GA	30305	
Secure Source Inc.		710 South Kimball Ave			Southlake	TX	76092	
Secured Access Systems, LLC		1913 Walden Court			Flower Mound	TX	75022	
Securities & Exchange Commission	Division of Trading & Markets	100 F Street, NE	Mail Stop 7010		WASHINGTON	DC	20549-2000	
Securities & Exchange Commission	Michael A. Berman, Esq.	Office of General Counsel-Bankruptcy			Washington	DC	20549	
Securities America	Altn Accounting Dept	12325 Port Grace Blvd.			La Vista	NE	68128	
Securities America, Inc.								
Cooper McManus		9870 Research Drive			Irvine	CA	92618-3302	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Securities Commissioner State of ND		State Capitol	600 East Boulevard Avenue, 5th Floor		Bismarck	ND	58505-0510	
Securities Division, AZ Corp. Comm		Securities Division	1300 W Washington St #3		Phoenix	AZ	85007	
Securities Investor Protection Corp		PO Box 92185			Washington	DC	20090-2185	
Securities Service Network		115 Glastonbury Blvd			Glastonbury	CT	06033	
See Food Media LLC		496 Lagurdai Place # 4C			New York	NY	10012	
SEI Investments Distribution Co.	Attn Chris Rowan-SIDCO Acctng	One Freedom Valley Dr			Oaks	PA	19456	
SEIDEN KRIEGER ASSOCIATES, INC		375 PARK AVE			New York	NY	10152	
Selah Photography		5421 Shiver Road			Keller	TX	76244	
Select Security & Private Investigations		PO Box 1352			Rockwall	TX	75087	
Selig ADR, Inc		5009 Caroline St, Ste 100			Houston	TX	77004	
Selman, Matthew		Address on File						
SERENI, ALEXIS J.		Address on File						
SERVICORP		Level 19	Two International Finance Center		CENTRAL HONG KONG			HONG KONG
SERVICORP		6 BATTERY ROAD	RAFFLES PLACE	8 Finance Street	Singapore		049909	SINGAPORE
Service Systems Associates SET, AUGUSTUS	Attn Robin Scichili	650 S RL Thornton Frwy			Dallas	TX	75203	
		Address on File						
Setfords Solicitors		14 Haydon Place			Guilford		GU1 4LL	United Kingdom
Seth Weinstein		Address on File						
Seton Hall University	Attn Bryan Felt	400 South Orange Ave			South Orange	NJ	07079	
Severson, Keith		Address on File						
SEVILLA, JEAN-PAUL		Address on File						
Seward & Kissel		One Battery Park Plaza			New York	NY	10004	
Seyfarth Shaw LLP		131 S. Dearborn Street, Suite 2400			Chicago	IL	60603	
ShadowTV, Inc.		630 9th Ave	Suite 1000		New York	NY	10036	
Shag Carpet Productions, Inc.		502 South 2nd Avenue			Dallas	TX	75226	
SHAH, AMOL		Address on File						
SHAHDA, CHRIS		Address on File						
SHAHDA, CHRISTOPHER		Address on File						
Shahzad Pirvani		Address on File						
Shakelford Melton & McKinley		3333 Lee Pkwy	10 th fl		Dallas	TX	75219	
Shane Tipton		Address on File						
Shannon, Gracey, Ratliff & Miller, LLP		420 Commerce St, Ste 500			Fort Worth	TX	76102	
SharePoint Solutions	Attn Accounts Receivable	PO Box 1588			Brentwood	TN	37024-1588	
SHARON EASLEY		Address on File						
SHARON SHUSTER		Address on File						
SHARRY, GREGORY		Address on File						
Shasta Land Management Consultants		1229 South Street			Redding	CA	96001	

Exhibit C
 Creditor Matrix
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SHAWN LEDERMAN		Address on File						
Shawn Raver		Address on File						
Shayla Kelly		Address on File						
Shea & Carlyon Ltd		701 Bridger Ave #850			Las Vegas	NV	89101	
Shearman & Sterling LLP		5990 Lexington Ave			New York	NY	10022-6069	
Shelley Shackelford & Co.		5807 SANDHURST LN SUITE D			Dallas	TX	75206	
SHELLY RASTOGI		Address on File						
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		333 S. Hope Street	48th Floor		Los Angeles	CA	90071	
SHIFFERD, CHARLES		Address on File						
Shoot2Sell		14681 Midway Rd	Ste 105		Addison	TX	75001	
Short, Lauren		Address on File						
SHIPILBERG, SCOTT		Address on File						
Shred-it USA		11101 Franklin Avenue	Suite 100		Franklin Park	IL	60131-1403	
Shred-it USA		28883 Network Place			Chicago	IL	60673-1288	
Shred-it USA		PO Box 730504			Dallas	TX	75373-0504	
Shred-it USA		PO Box 101007			Pasadena	CA	91189-1007	
SHUMWAY, CLAY		Address on File						
SHUSTER, SHARON		Address on File						
Siber Systems, Inc		3701 Pender Dr Ste 400			Fairfax	VA	22030-6045	
Siddharth Mehra		Address on File						
SIDLEY AUSTIN LLP		Address on File			Chicago	IL	60690	
SIEGEL, HAROLD		PO BOX 0642						
Siepe Services, LLC	Chris Doty	Address on File						
Siepe Services, LLC		5440 Harvest Hill Road Suite 100			Dallas	TX	75230	
Siepe Services, LLC		5440 Harvest Hill Road	Suite 100		Dallas	TX	75230	
Siepe, LLC		2200 Ross Ave, Ste 4700E			Dallas	TX	75201-0000	
SIEVERT, AMY		6135 Churchill Way			Dallas	TX	75230	
Sigma Financial Corp	Altn Jackie Pascarella	Address on File						
Sigma Financial Corporation		1717 N. IH 35, Ste 150			Round Rock	TX	78664	
Signator Investors, Inc.		300 Parkland Plaza			Ann Arbor	MI	48103	
Signature Productions, Ltd.		20 E Thomas Rd Ste 2000			Phoenix	AZ	85012-3129	
Sills Cummis & Gross		5331 85th St.			Lubbock	TX	79424	
Silva, Alison		The Legal Center	One Riverfront Plaza		Newark	NJ	07102-5400	
Silver Scriptor LLC		Address on File						
Silver Scriptor LLC		PO Box 9012			Austin	TX	78766	
Silverman Communications Group		PO Box 61064			Seattle	WA	98141	
SIMEK, DAVID		11 Carol Ct.			Glen Rock	NJ	07452	
SIMMONS, DAVID		Address on File						
Simon, Scott		Address on File						
Simpson Appraisal, Inc		6009 Belt Line Rd., Suite 145			Dallas	TX	75254	
SIMPSON THACHER & BARTLETT LLP		425 LEXINGTON AVE			New York	NY	10017-3954	
SIMPSON THACHER & BARTLETT LLP		PO Box 29008			New York	NY	10087-9008	
Sims, Austin		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SINGH, TANIA		Address on File						
SISK, JESSICA		Address on File						
Sitrick and Company Inc.		11999 Vincente Blvd	Penthouse		Los Angeles	CA	90049	
Sitrick and Company Inc.		1840 Century Park East Ste 800			Los Angeles	CA	90067	
SK Research, LLC		10320 Little Patuxent Parkway	12th Floor		Columbia	MD	21044	
Skadden, Arps, Slate, Meagher & Flom LLP		Four Times Square			New York	NY	10036	
Skadden, Arps, Slate, Meagher & Flom LLP		PO Box 1764			White Plains	NY	10602	
SKC COMMUNICATION PRODUCTS, LLC		P.O. BOX 874843			Kansas City	MO	64187-4843	
Skybridge Alternatives Conference	Attn: Jeanie Reyes	527 Madison Ave, 16th Flr			New York	NY	10022	
SkyBridge SALT LLC	Attn: Jeanie Reyes	527 Madison Ave, 16th Floor			New York	NY	10022	
Skyline DFW Exhibits & Events		900 Avenue S			Grand Prairie	TX	75050	
Skyline Sector 5		525 113th Street			Arlington	TX	76011	
Slant Partners		3838 Oak Lawn Avenue	Suite 1550		Dallas	TX	75219	
Slayton International		One North Franklin Ste 2500			Chicago	IL	60606	
SlideGenius, Inc.		1660 Hotel Cir N # 175			San Diego	CA	92108-2807	
SloMo Lounge		4901 Harbor Court			Flower Mound	TX	75022	
Smallwood, Allan		Address on File						
Smarrsh		921 SW Washington St	Suite 540		Portland	OR	97205	
Smarrsh		PO Box 505265			Saint Louis	MO	63150-5265	
Smith Katzenstein Jenkins LLP		800 Delaware Avenue, Ste. 1000	P.O. Box 410		Washington	DE	19899	
SMITH, DAVID		Address on File						
Smith, Felicia		Address on File						
Smith, Ian		Address on File						
Smith, Jackson, Boyer & Bovard		9400 NCX, Ste 420 9400 N Central Expwy			Dallas	TX	75231-5063	
SMITH, SEAN		Address on File						
Smith, Theodore		Address on File						
SMS		WELLS FARGO BANK-IN CARE OF SMS	6480 ARGO ST		Dallas	TX	75214	
SMU Cox School of Business		Pitts Leadership Award	PO Box 750333		Dallas	TX	75275-0333	
Snapptraffic Consulting		9 Cherry Pl.			Huntington	NY	11743	
Snell & Wilmer LLP		One Arizona Center	400 E. Van Buren, Suite 1900		Phoenix	AZ	85004-2202	
SNI Companies		14241 Dallas Parkway	Suite 550		Dallas	TX	75254	
SNL Financial		PO BOX 414624			Boston	MA	02241-4624	
SNR Denton US LLP		233 S. Wacker Dr	Suite 7800		Chicago	IL	60606	
Snyder Kearney, LLC		10320 Little Patuxent Pkwy						
Snyder, Evan		Suite 1200			Columbia	MD	21044	
Social Matters		Address on File						
		PO Box 800357			Dallas	TX	75380-0357	

Appx. 00494

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SOCIETY FOR HUMAN RESOURCE MANAGEMENT		PO BOX 79482			Baltimore	MD	21279-0482	
Society of St. Vincent de Paul, Inc	Diocesan Council of Dallas	10500 Steppington Drive, Suite 251			Dallas	TX	75230	
Software Shelf International, Inc		601 Cleveland Street, Suite 710			Clearwater	FL	33755	
Software Shelf International, Inc		PO Box 7343			Menlo Park	CA	94026	
SoftwareONE, Inc.		20875 Crossroads Cir.	Suite 1		Waukesha	WI	53186	
SoftwareONE, Inc.		PO Box 510944	15700 W. Cleveland Ave		New Berlin	WI	53151-0944	
Sohn Conference Foundation	c/o Garwood Events	225 106 Street, Ste 15M			New York	NY	10025	
SolarWinds		7171 Southwest Parkway	Bldg 400		Austin	TX	78735-0000	
SolarWinds, Inc		PO Box 730720			Dallas	TX	75373	
Solid Details LLC		2121 Santa Anna Ave.			Dallas	TX	75228	
Solomon R. Guggenheim Foundation		345 Hudson Street	12th Floor		New York	NY	10014	
SOLOW BUILDING COMPANY II, LLC		PO BOX 27112			New York	NY	10087-7112	
SOLOW BUILDING COMPANY II, LLC		PO Box 823812			Philadelphia	PA	19182-3812	
SOMMER FRAZIER		Address on File						
Sonny Bryans Smokehouse	A Sony Pictures Entertainment Company	2625 Seeloco St			Dallas	TX	75235-2608	
Sony Pictures Studio Group		File #54715			Los Angeles	CA	90074-4715	
Soto, Hailey		Address on File						
Source Code North America, Inc		Dept CH 16510			Palatine	IL	60055-6510	
Source, Inc.		PO Box 202414			Dallas	TX	75320	
SourceMedia		PO Box 4871			Chicago	IL	60680	
SourceMedia		PO Box 4634			Chicago	IL	60680-9598	
SourceMedia		PO Box 71633			Chicago	IL	60694-1633	
South Dakota Division of Securities		124 S. Euclid, Ste. 104			Pierre	SD	57501	
Southern Conference Teacher Retirement		PO Box 642			Sturbridge	MA	01566	
Southern Methodist University	Attn Erin Sutton	PO Box 750460			Dallas	TX	75275-0460	
Southfork CLO Ltd. JPMorgan Chase Bank, National Association	Attention The Directors-Straford CLO Ltd.	Queensgate House, South Church Street, George Town		P.O. Box 1093GT	Grand Cayman			Cayman Islands
Southfork CLO Ltd. JPMorgan Chase Bank, National Association	JPMorgan Chase Bank	600 Travis Street	50th Floor	Institutional Trust Services-Southfork CLO Ltd.	Houston	TX	77002	
Southfork CLO, Ltd.	The Directors	PO Box 1093 GT	Queensgate House, South Church Street	George Town	Grand Cayman			Cayman Islands
Southland Property Tax Consultants, Inc		201 S Main St Ste 1460			Fort Worth	TX	76102-3146	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Southland Property Tax Consultants, Inc		777 Main Street	Suite 1960		Fort Worth	TX	76102-5323	
Southwest Ford Inc.		PO Box 234			Weatherford	TX	76086	
Southwest Glass, Inc.		2333 Glenda Lane			Dallas	TX	75229	
Southwest Reporting & Video Service		826 Heights Blvd.			Houston	TX	77007	
Southwest Search		PO Box 710596			Dallas	TX	75371-0596	
Southwest Securities, Inc.	Attn Holly Peritz	1201 Elm St, Ste 3500			Dallas	TX	75270	
Southwestern Medical Foundation		Parkland Hall at Old Parkland	3889 Maple Ave, Ste 100		Dallas	TX	75219	
Sove Lavi		Kimberly Simeus	1212 Wyndham Hill Lane		Southlake	TX	76092	
SOWIN, JOSEPH		Address on File						
SOWIN, JOSEPH		Address on File						
Spears & Associates		8908 S. Yale	Suite 440		Tulsa	OK	74137	
Special Delivery Service, Inc.		5470 L.B.J. Freeway			Dallas	TX	75240	
Special Fund For Disability Benefits	Accounts-DB Penalty	328 State Street			Schenectady	NY	12305-2318	
Special Fund For Disability Benefits	Accounts-DB Penalty Room	301 20 Park St			Albany	NY	12207-1674	
Specialized Schedulers, Inc.		22334 SW 107th Ave			Tualatin	OR	97062	
SPECTOR, ANASTASIYA		Address on File						
SPECTRUM GAMING GROUP LLC		2 DONOVAN ROAD			Pennington	NJ	08534	
SPEICHER, NATHAN		Address on File						
Spence, Austin		Address on File						
Spherion		PO Box 100186			Atlanta	GA	30384-0186	
Spinner Printing Company		3335 Keller Springs #100			Carrollton	TX	75006	
Spin-Off Advisors, LLC		1327 W. Washington Blvd	Ste 4-G		Chicago	IL	60607	
Spoke LLC		3304 9th St. NE #1			Washington	DC	20017	
Spot Cooling Systems		1420 Century Dr Ste 800			Carrollton	TX	75006	
Spotlight Marketing								
Communications		18101 Von Karman Ave.	Third Floor		Irvine	CA	92612	
Springboard Network LLC		9900 Spectrum Drive			Austin	TX	78717-0000	
Sprint		PO Box 660092			Dallas	TX	75266-0092	
Square, Inc		1455 Market St.	Suite 600		San Francisco	CA	94103	
Squire Patton Boggs (US) LLP		PO Box 643051			Cincinnati	OH	45264	
ST JUDE CHILDRENS RESEARCH HOSPITAL		501 St. Jude Place			Memphis	TN	38105	
ST JUDE CHILDRENS RESEARCH HOSPITAL		4324 N BELTLINE RD	STE C-206		Irvine	TX	75038	
St. Louis Cardinals		700 Clark St	Group Ticket Dept.		Saint Louis	MO	63102	
STA SVDP		6306 Kenwood Ave			Dallas	TX	75214	
Stacey Morimoto		Address on File						
STACEY RUGG		Address on File						
Staffelbach, Inc.		2525 McKinnon, Suite 800			Dallas	TX	75201	
STAGGS, JOE		Address on File						
Staltari, Mauro		Address on File						
Stan Lata		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Standard & Poors	Capital IQ	2542 Collection Center Dr			Chicago	IL	60693	
Standard & Poors/Capital IQ		33356 Collection Center Drive			Chicago	IL	60693-0333	
Standard Ins. Co. RAS		1100 SW 6th Ave			Portland	OR	97204	
Executive Benefits	Attn Glenda Wright-P4B	INDIVIDUAL CLIENT SERVICES	PO BOX 711		Portland	OR	97207-0711	
Standard Ins. Co. RAS		PO BOX 5674			Portland	OR	97228-5674	
Executive Benefits		1100 SW 6th Ave			Portland	OR	97204	
Standard Insurance Company		PO Box 2707			Portland	OR	97208-3358	
Standard Insurance Company		PO BOX 3358			Portland	OR	97208-3358	
Standard Insurance Company		4430 Tyne Blvd			Nashville	TN	37215	
Standard Research Corporation		PO BOX 0371595			Pittsburgh	PA	15251-7595	
STANLEY ACCESS TECH LLC		300 Coles Street	Apt. 802		Jersey City	NJ	07310	
Stanton Advisors LLC	James Stanton	1717 Main St., Suite 3800			Dallas	TX	75201	
Stanton Law Firm PC		4350 Beltway Drive			Addison	TX	75001	
Stanton Law Firm PC		1717 Main St, Ste 3800			Dallas	TX	75201	
Stanton LLP		9400 N Central Expwy	Ste 1304		Dallas	TX	75231	
Staples Credit Plan		Dept. 22 - 0008144217 PO Box 9020			Des Moines	IA	50368-9020	
Star Displays		16914 FM 2920			Tomball	TX	77377	
Star Pro Staffing		8600 Preston Rd Apt 113			Dallas	TX	75225-3529	
State Auditor		1900 Kanawha Boulevard East	Building 1, Room W-100		Charleston	WV	25305	
STATE BAR OF TEXAS		PO Box 5075			Saginaw	MI	48605-5075	
State Bar of Texas		PO Box 12487			Austin	TX	78711-2487	
State Bar of Texas		PO BOX 13007	MCLE DEPT		Austin	TX	78711-3007	
State Bar of Texas		PO Box 149335			Austin	TX	78714-9335	
State Comptroller		111 E 17th St			Austin	TX	78774-0001	
State Comptroller		Comptroller of Public Accounts	111 E 17th St		Austin	TX	78774-0100	
State Fair of TX Youth		PO Box 150009			Dallas	TX	75315	
Livestock Auction		PO Box 4779			Syracuse	NY	13221-4779	
State Insurance Fund		PO Box 5261	Disability Benefits		Binghamton	NY	13902-5261	
State Insurance Fund		Securities Section, Division of Banking	333 W. Willoughby Ave., Ste. 9		Juneau	AK	99801	
State of Alaska								
STATE OF ARKANSAS	DEPT OF FINANCE & ADMINISTRATION	PO BOX 919	CORPORATION INCOME TAX SECTION		Little Rock	AR	72203-0919	
STATE OF CALIFORNIA, FRANCHISE TAX BOARD		PO BOX 942867			Sacramento	CA	94267-0011	
State of Delaware	Division of Corporations	PO Box 5509			Binghamton	NY	13902-5509	

Appx. 00497

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
STATE OF MARYLAND	Dept of Assessments & Taxation	Personal Property Division	PO Box 17052		Baltimore	MD	21297-1052	
STATE OF MICHIGAN	COMPOSITE RETURN	PO BOX 30058	MICHIGAN DEPT OF TREASURY		Lansing	MI	48909	
STATE OF MICHIGAN	Corp. Securities & Comm Licensing Bureau	525 W. Allegan Street	Audit & Exam Division		Lansing	MI	48909	
STATE OF MICHIGAN	MICHIGAN DEPARTMENT OF TREASURY	DEPT 77375	PO BOX 77000		Detroit	MI	48277-0375	
STATE OF MICHIGAN		PO Box 30774			Lansing	MI	48909-8274	
State of New Hampshire		New Hampshire Dept. of State	107 N. Main Street, Rm 204, State House		Concord	NH	03301-4951	
STATE OF NEW JERSEY	DEPT OF LABOR AND WORKFORCE	PO BOX 929	DIV OF REVENUE PROCESSING		Trenton	NJ	08646-0929	
STATE OF NEW JERSEY		New Jersey Dept of Law & Public Safety	153 Halsey Street, 6th Floor		Newark	NJ	07102	
STATE OF NEW JERSEY		REVENUE PROCESSING CENTER	PO BOX 642		Trenton	NJ	08646-0642	
State of New Jersey-CBT	Division of Tax Revenue Proc Center	PO Box 66			Trenton	NJ	08646-0666	
State of Oregon	Div of Finance & Corporate Securities	350 Winter St NE, Rm 410	Labor & Industries Bldg		Salem	OR	97301	
State Securities Commissioner of Alabama		Registration Division	401 Adams Avenue, Suite 280		Montgomery	AL	36104	
State Street Bank and Trust Company		200 Clarendon Street	Mail Code EUC-108		Boston	MA	02116	
State Street Bank and Trust Company	CDO Services Group	PO Box 5607			Boston	MA	02206-5607	
State Street Corporation		PO Box 5013			Boston	MA	02206-5013	
State Street Corporation		PO Box 5607			Boston	MA	02206-5607	
State Street Global Exchange	State Street Bank and Trust Company	Elkins McSherry LLC	One Lincoln Street		Boston	MA	02111	
State Street Global Markets, LLC		One Lincoln Street			Boston	MA	02111	
Status Labs.com		151 South 1st	Suite 100		Austin	TX	78704	
Stax Media, Inc.		4630 Soquel Drive	Suite 5		Soquel	CA	95073	
Stefan Peller		Address on File						
Stellar Adventures		PO Box 8329			Scottsdale	AZ	85252	
Stenstrom-Schneider, INC		13748 Neutron Rd			Dallas	TX	75244-4412	
Stephanie Catalano		Address on File						
Stephanie Vitello	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
STEPHEN LORENZ		Address on File						
Stephen M. Fremgen		Address on File						
Steploe & Johnson LLP		1330 Connecticut Ave, N.W.			Washington	DC	20036-1795	
STERLING VALUATION GROUP, INC								
STEVE LEACH		590 MADISON AVE	5TH FLR		New York	NY	10022	
Steve Mackay		Address on File						
Steve Thel		Address on File						
STEVE ZIMMERMAN		Address on File						

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Steven Delarosa STEVEN GART		Address on File						
Steven Hallom	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
Steven J White MD		PO Box 650772			Dallas	TX	75265-0772	
Steven J. Kaplan, P.C.		5910 Stoneshire Ct			Dallas	TX	75252	
Steven Johnson		Address on File						
STEVEN SUN		Address on File						
Stevens, Kellie		Address on File						
Stevens, Kellie		Address on File						
Stewart F. House Photography		2600 Bunker Hill Cr			Plano	TX	75075	
Stewart, Phoebe		Address on File						
Stewart, Phoebe L.		Address on File						
STEWART, STEVEN a.		Address on File						
STF Services Corporation		PO Box 3251			Syracuse	NY	13220-3251	
STIKEMAN ELLIOT		5300 Commerce Court West	199 Bay Street West		Toronto	ON	M5L 1B9	CANADA
Stillman & Friedman, P.C.		425 Park Avenue	26th Floor		New York	NY	10022	
Stinson Leonard Street LLP	Stinson LLP	Attn Paul Lackey	3102 Oak Lawn Avenue, Suite 777		Dallas	TX	75219	
Stinson Leonard Street LLP		PO Box 843052			Kansas City	MO	64184	
Stinson LLP	Attn Paul Lackey	3102 Oak Lawn Avenue, Suite 777			Dallas	TX	75219	
Stinson LLP	Deborah Deutsch-Perez, Michael P. Aigen	3102 Oak Lawn Avenue, Suite 777			Dallas	TX	75219	
Stinson LLP	Paul M. Hoffmann	1201 Walnut Street, Suite 2900			Kansas City, MO	MO	64106-2150	
STINSON MORRISON HECKER LLP		PO Box 219492			Kansas City	MO	64121	
Stone, David		Address on File						
Stone, Kenneth		Address on File						
Stonecypher, Abbie		Address on File						
Stonelake Capital Holdings, LP	Attn Blake Wilson	100 Crescent Court, Suite 850			Dallas	TX	75201	
Stonelake Capital Holdings, LP	Attn Jacob Becker	100 Crescent Court, Suite 850			Dallas	TX	75201	
Stonelake Capital Holdings, LP	Attn John A. Kiltz	3200 Gracie Kiltz Lane, Suite 500			Austin	TX	78758	
Stonelake Capital Holdings, LP	Attn Kenneth E. Aboussie, Jr.	100 Crescent Court, Suite 850			Dallas	TX	75201	
Stonelake Capital Holdings, LP	Attn W. Hunter Sage, Esq.	200 Park Place, 4200 Westheimer, Suite 900			Houston	TX	77027	
Stonelake Capital Holdings, LP	Attn William C. Wilshusen	Haynes & Boone, LLP	2323 Victory Avenue, Suite 700		Dallas	TX	75219	
STOOPS, CLIFFORD		Address on File						
Stout Management Company		10151 Park Run Drive			Las Vegas	NV	89145	
Stradley Ronon Stevens & Young, LLP		2005 Market Street			Philadelphia	PA	19103-7018	
Strand Advisors Inc.		1209 Orange Street			Wilmington	DE	19801-0000	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Strand Advisors, Inc.	Attn James Seery	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Strand Advisors, Inc.	Attn John Dubel	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Strand Advisors, Inc.	Attn Russell Nelms	Two Galleria Tower	13455 Noel Road, Suite 1300		Dallas	TX	75240	
Strasburger & Price, L.L.P.		PO Box 50100			Dallas	TX	75250-9989	
Stratagas Research Partners LLC	ATTN Eileen Gabay	52 Vanderbilt Avenue 52 Vanderbilt Ave	8th Floor 8th Fl		New York New York	NY NY	10017 10017	
Stratagas Securities LLC								
STRATEGIC ALLIANCE GROUP, LLC		500 W CYPRESS CREEK RD	STE 420		Ft. Lauderdale	FL	33309	
Strategic Financial Solutions		2650 Thousand Oaks Blvd	Suite 1340		Memphis	TN	38118	
Strategic Growth, Inc		5004 Crestway Drive			Austin	TX	78731	
Strategic Insight Group		1300 Summit Ave Ste 512			Fort Worth	TX	76102-4419	
STRATEGIC WORKFORCE SOLUTIONS								
Stratford CLO Ltd.		PO BOX 32960			Hartford	CT	32960	
Stratford CLO Ltd.		P.O. Box 1093GT, Queensgate House						Cayman Islands
Stratford CLO Ltd. State Street Bank and Trust Company	State Street Bank and Trust Company		South Church Street	George Town	Grand Cayman			
Stratford CLO Ltd. State Street Bank and Trust Company		200 Clarendon Street	CDO Services Group, Ref Stratford CLO Ltd.		Boston	MA	02116	
Stratford CLO Ltd. State Street Bank and Trust Company	Stratford CLO Ltd.	P.O. Box 1093GT, Boundary Hall	Cricknet Square George Town, Grand Cayman	Attention The Directors- Stratford CLO Ltd.	Grand Cayman			Cayman Islands
Stratford CLO Ltd.	c/o Maples Finance Limited	PO Box 1093 GT, Queensgate House	South Church Street	George Town	Grand Cayman		KY1-1108	Cayman Islands
Stratos Legal Services, LP		4295 San Felipe	Ste 125		Houston	TX	77027	
Stratus Energy Group	Attn P. Hudson	1206 San Antonio Street			Austin	TX	78701	
Strohl Systems Group		631 Park Ave			King of Prussia	PA	19406	
STRONCZEK, JILLIAN N.		Address on File						
Strong Pipkin Bissell & Ledyard, L.L.P.		1400 San Jacinto Building, 595 Orleans						
Stroock & Stroock & Lavan LLP		180 Maiden Lane			Beaumont	TX	77701-3255	
Structural and Steel Products, Inc		3001 W Pafford Street			New York	NY	10038	
Structure Tone Southwest, Inc.		3333 Welborn St, Ste 200			Fort Worth	TX	76110-0000	
Structured Credit Investor					Dallas	TX	75219	
Studio Movie Grill		507 Clerkenwell Workshops	27/31 Clerkenwell Close		Farrington		EC1R 0AR	United Kingdom
STUECHELI, GREGORY		5405 Beltline Rd			Dallas	TX	75248	
Stuhlsatz, Amy		Address on File						
Stutman Treister & Glatt PC		1901 Avenue of the Stars	12th Floor		Los Angeles	CA	90067-6013	
Styx International, Ltd.		875 Third Avenue	10th Floor		New York	NY	10022	
Styx Partners, LP		875 Third Avenue	10th Floor		New York	NY	10022	
Success CE		2 Corporate Plaza Drive	Suite 100		Newport Beach	CA	92660	
Succession Resource Group		PO Box 1573			Tualatin	OR	97062	

Appx. 00500

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sue McGeehan	VP, Collections, Finance Dept.	7 World Trade Center at 250 Greenwich Street			New York	NY	10007	
Sui Hock Goy		Ni Advisors, Inc.	1138 Cadillac Ct.		Nilpitas	CA	95035	
North Texas		10625 Northboro			Dallas	TX	75230	
Sullivan Cromwell LLP	Brian D. Glueckstein	125 Broad Street			New York	NY	10004	
SULLIVAN, JOURDAN		Address on File						
Summit Brokerage Services, Inc.	Attn Compliance/Payroll	595 South Federal Highway	Ste 500		Boca Raton	FL	33432	
Summit Brokerage Services, Inc.		500 S. Federal Highway	Suite 500		Boca Raton	FL	33432	
Summit Management Limited		23 Lime Tree Bay Avenue	Suite #4-210	Govenors Square			KY1-1209	Cayman Islands
Sun Life Assurance Company of Canada		PO Box 7247-7184			Philadelphia	PA	19170-7184	
Sunbelt Securities, Inc.		2700 Post Oak Blvd, Suite 1700			Houston	TX	77056	
Sundance Painting		3702 N Buckner Blvd			Dallas	TX	75228-5612	
SunDiego Charter Company		522 W 8th Street			National City	CA	91950	
SUNEET AGARWAL		444 WASHINGTON BLVD			Jersey City	NJ	07310	
SunGard		Bank of America Lockbox Services	15138 Collections Center Dr		Chicago	IL	60693	
Sungard Availability Services		91233 Collection Center Drive			Chicago	IL	60693	
Sungard Protegent	Automated Securities Clearance LLC	15138 Collections Center Dr			Chicago	IL	60693	
Sunil Devarakonda		111 East 125th Street, Apt 3 E			New York	NY	10035	
SunTrust Robinson Humphrey Inc.	Attn Documentation	SunTrust Robinson Humphrey 5001 Spring Valley Rd Ste 1000 W	711 5th Avenue 14th Fl.		New York	NY	10022-0000	
Superior Search & Staffing		PO Box 15548			Dallas	TX	75244	
Supermarket News		Address on File			North Hollywood	CA	91615-5548	
SURGENT, THOMAS								
Susan Burton Consulting, LLC		4127 Towne Green Circle			Addison	TX	75001	
Susan Leahy		Address on File						
SUSMAN GODFREY LLP		1000 Louisiana	Ste. 5100		Houston	TX	77002	
Sutherland Asbill & Brennan LLP		700 Sixth Street NW	Suite 700		Washington	DC	20001	
Sutherland Asbill & Brennan LLP		999 Peachtree Street NE			Atlanta	GA	30309-3996	
Swadley, Emily		Address on File						
SWADLEY, RICK		Address on File						
Swank Audio Visuals		400 Crescent Court			Dallas	TX	75201	
Sweeney, Katelyn		Address on File						
SWIXMED		Zurichbergstrasse 20			Zurich		08032	SWITZERLAN D
Sybari Software, Inc.		353 Larkfield Rd			East Northport	NY	11731	

Appx. 00501

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Symphony Communication Services LLC		1117 S California Ave			Palo Alto	CA	94304-0000	
Synnex Corporation		5845 Collections Center Dr			Chicago	IL	60693	
Sysco Food Services		PO Box 560700			Lewisville	TX	75056-0700	
System Electric		1278 Montalvo Way			Palm Springs	CA	92262	
T.H. Quest, Inc.		5001 Spring Valley Rd.	Ste 400-E		Dallas	TX	75244	
T4 Capital Talent, LLC		272 E. Deerpath Rd	Suite 236		Lake Forest	IL	60045	
TACA The Arts Community Alliance	Attn Julie Bice	One Arts Plaza	1722 Routh Street, #115		Dallas	TX	75201	
TAK-CHEUNG DAVIDSON WAN		5050 S LAKE SHORE DR, APT #1509			Chicago	IL	60615	
Talkingbox DMG, LLC		284 Sport Hill Road			Easton	CT	06612	
TAMALE SOFTWARE, INC		320 CONGRESS ST			Boston	MA	02210	
TANDBERG, SCOTT		Address on File						
Tanner Morgan		Address on File						
Tara Allen		Address on File						
TARAs LIMO & AIRPORT SERVICE		PO BOX 795581			Dallas	TX	75379-5581	
Tarrant County	Elizabeth Weller	Linebarger Goggan Blair & Sampson, LLP	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207	
TARSHA, DANIEL S.		Address on File						
TARUN K BHATT		Address on File						
Tax & Accounting-R&G		PO BOX 71687			Chicago	IL	60694-7687	
TAX EXECUTIVES INSTITUTE, INC		PO BOX 9407			Uniondale	NY	11555-9407	
Taylor Porter		Address on File						
Taylor, Brian		Address on File						
TAYLOR, GREGORY		Address on File						
TCS Central Region GP LLC	ATTN Kelly Thomas	5001 Spring Valley	Suite 600W		Dallas	TX	75244	
TCS Corporate Services	Allied Capital Partners	PO Box 676649			Dallas	TX	75267	
TCS Corporate Services		PO Box 671160			Dallas	TX	75267-1160	
TD Ameritrade Trust Company	Attn FFC RMT	PO Box 17748			Denver	CO	80217-0748	
TDA Associates, Inc.		2101 Sardis Rd N, Suite 109			Charlotte	NC	28227	
TDIndustries		PO Box 300008			Dallas	TX	75303-0008	
Technology Team, LLC		1120 South Freeway	Suite 215		Fort Worth	TX	76104	
Ted Kanarek		Address on File						
Telecomm Strategies Inc		6404 Highland Drive			Chevy Chase	MD	20815	
TELOS Performance Center		13701 Dallas Pkwy			Dallas	TX	75240	
Temple Emanu-El	Attn Rick Rosenberg	8500 Hillcrest			Dallas	TX	75225	
Tennessee Department of Revenue		Andrew Jackson State Office Building			Nashville	TN	37242	
Tennessee Dept of Commerce & Insurance		500 James Robertson Parkway, Suite 680			Nashville	TN	37243	
TERRELL, ARTIS		Securities Division						
Terrie Rabinowitz, L.C. S.W.		Address on File						
Terry Jackson		7186 Promenade Dr Apt 801			Boca Raton	FL	33433-6977	
Terry Jackson		Address on File						
Terry Swagerty		Address on File						
Terry, Doris A.		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TERRY, JOSHUA N.		Address on File						
TESLA, NIKOLA		Address on File						
Texas Alliance of Energy Producers		900 8th Street, Suite 400			Wichita Falls	TX	76301	
Texas Best Meats		PO Box 4810			Wichita Falls	TX	76308	
Texas Best Meats		7043 Seymour Hwy			Wichita Falls	TX	76310	
Texas Commerce Bank, N.A.		600 Travis Street	8th Floor, Texas Commerce Tower	Global Trust Services	Houston	TX	77002	
Texas Comptroller of Public Accounts		PO Box 149348			Austin	TX	78714-9348	
Texas Department of Insurance	Financial Regulation Division	Company Licensing and Registration	333 Guadalupe		Austin	TX	78701	
Texas Dept of Licensing and Regulation		PO Box 12157			Austin	TX	78711	
TEXAS DEPT OF STATE HEALTH SERVICES		LOCKBOX-DSHS ASBESTOS/DEMO NOTIFICATION	PO BOX 12190		Austin	TX	78711-2190	
Texas Entertainment Group		103 N Kirby St			Garland	TX	75042	
Texas LawBook LLC		3888 Everwood Lane			Addison	TX	75001	
TEXAS ROOF MANAGEMENT, INC		728 LINGCO DR			Richardson	TX	75081	
Texas Secretary of State	Accounts Receivable	PO Box 12887			Austin	TX	78711-2887	
Texas Secretary of State		PO Box 13697			Austin	TX	78711	
Texas State Comptroller		9241 LBJ FREEWAY	STE 205		Dallas	TX	75243	
Texas State Comptroller		PO Box 12030			Austin	TX	78711-2030	
Texas State Securities Board		Securities Commission of Texas	208 E 10th, Room 610		Austin	TX	78701	
TEXPERS		13111 Northwest Freeway	Suite 100		Houston	TX	77040	
Thackray Williams LLP		32-40 Widmore Rd	Bromley		Kent		BR1 1RY	United Kingdom
Tharrington Smith LLP		PO Box 1151			Raleigh	NC	27602	
The American Cancer Society		18505 West Twelve Mile Rd			Southfield	MI	48076	
The Ashcroft Lawfirm, LLC		950 North Glebe Road	Suite 2400		Arlington	VA	22203	
The Ashcroft Lawfirm, LLC		1100 Main Street	Suite 2710		Kansas City	MO	64105	
The Aspen Institute		Society of Fellows	1000 N. Third Street		Aspen	CO	81611	
The Badge of Honor Memorial Foundation		David Blanchard	3131 Maple Ave		Dallas	TX	75201	
The Bailey Group		PO Box 1395			Whitehouse Station	NJ	08889	
The Bank of New York Mellon	Elizabeth Stern	Director and Managing Counsel	240 Greenwich Street, 18th Floor		New York	NY	10286	
The Bank of New York Mellon Trust Compan		601 Travis, 16th floor			Houston	TX	77002-0000	
The Bank of New York Trust Co.	Global Corp. Trust	600 Travis Street, 50th Floor			Houston	TX	77002	
The Bermuda Monetary Authority		43 Victoria Street			Hamilton		HM 12	Bermuda
The Bowman Law Firm, LLC		840 Tom Wheeler Lane			McEwen	TN	37101	
The Bradbury Group		10661 Rockley Rd			Houston	TX	77099	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Brattle Group		44 Brattle St			Cambridge	MA	02138-3736	
The Bretton Woods Institute		R.R. #1 Simcoe			Toronto	ON	N3Y 4J9	CANADA
The Bryant Park Hotel		40 W. 40th Street			New York	NY	10018	
THE BUREAU OF NATIONAL AFFAIRS, INC		PO Box 419889			Boston	MA	02241-9889	
The Bureau of National Affairs, Inc (Blo		1801 South Bell Street			Arlington	VA	22202-0000	
The Burnett Companies Consolidated, Inc.		PO Box 973940			Dallas	TX	75397	
The Cake Guys		730 Big Stone Gap Rd	Suite B		Duncanville	TX	75137	
The Cayman Islands Monetary Authority		171 Elgin Ave, SIX Cricket Square		George Town	Grand Cayman			Cayman Islands
The Charlotte Observer		600 S. Tryon Street			Charlotte	NC	28202	
The Chart Store		11768 Tarrynot Ln			Carmel	IN	46033	
The Claro Group, LLC		123 N Wacker Dr Ste 2100			Chicago	IL	60606-1747	
THE CLUEN CORPORATION		135 5TH AVE FL 4			NEW YORK	NY	10010-7157	
The Crystal Charity Ball		Mrs. Mark D Leyendecker, Underwriting	3838 Oak Lawn Avenue, Suite L150		Dallas	TX	75219	
The Cystic Fibrosis Foundation		4040 North Central Expressway	Ste 730		Dallas	TX	75204	
The da Vinci School	Attn Christi Warren	10909 Midway Rd			Dallas	TX	75229	
The Dallas Morning News		Subscriptions Dept.	PO Box 630054		Dallas	TX	75263-0054	
The Darden School	Attn Development- CFR	PO Box 7726			Charlottesville	VA	22906-7726	
The Day Group		The 401 Centre	302 Regent Street		London		W1B3HH	United Kingdom
The Deal LLC		105 Madison Ave	5th floor		New York	NY	10016	
The Deal LLC		PO BOX 26356			New York	NY	10087-6356	
The Deal LLC		PO Box 3502			Northbrook	IL	60065-9850	
The Devon Trust II		#2800	715 - 5th Avenue SW		Calgary	AB	T2P 2X6	CANADA
The DJ Wire Publishing LLC		18101 Von Karman Ave	Suite 300		Irvine	CA	92612	
The Dugaboy Investment Trust	Grant Scott, Trustee	4140 Park Lake Ave., Suite 600			Raleigh	NC	27612	
The Economist		Subscription Center	PO Box 46978		Saint Louis	MO	63146-6978	
The Economist		Subscriptions Department	PO Box 58522		Boulder	CO	80322-8522	
The Efficient Business LLC		13601 Preston	Ste 250E		Dallas	TX	75240	
The Efficient Business LLC		14800 Quorum Dr	Suite 560		Dallas	TX	75254-7679	
The Emblem Source, LLC		4575 Westgrove Drive	Suite 500		Addison	TX	75001	
The Englishmans Interiors		14655 Midway Rd			Addison	TX	75001	
The Executive Centre		Tokyo Ginko Kyokai Bldg 15th Floor			Chiyoda-ku	Tokyo	100-0005	JAPAN
The Expert Series LLC		317 Madison Avenue	Suite 920		New York	NY	10017	
The Family Place	Attn Shivangi Pokharel	PO Box 7999			Dallas	TX	75209	
THE FRANCHISE TAX BOARD		PO BOX 942867			Sacramento	CA	94267-0001	
THE FRANK W. NORRIS FOUNDATION		PO Box 6071			Athens	GA	30604	
THE FRANK W. NORRIS FOUNDATION		Warnell School of Forestry	and Natural Resources		Athens	GA	30602-2152	
THE FREDONIA GROUP		767 BETA DR			Cleveland	OH	44143	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Garden Gate		2615 Routh Street			Dallas	TX	75201	
The Garden Gate		2303 Farrington	#100		Dallas	TX	76207	
The General Counsel Forum		PO Box 131263			Dallas	TX	75313	
The Greitens Group		4500 West Pine Boulevard			Saint Louis	MO	63108	
The Griffith Law Firm		4925 Greenville Ave	Suite 200		Dallas	TX	75206	
The Gym		921 W. Mayfield Rd.	Suite 112		Arlington	TX	76015	
The Hanover Insurance Group		PO Box 580045			Charlotte	NC	28258-0045	
The Harry Walker Agency, Inc.		355 Lexington Ave	Flr 21		New York	NY	10017	
THE HARTFORD		PO BOX 2907			The Hartford	CT	06104-2907	
THE HARTFORD		PO Box 660916			Dallas	TX	75266-0916	
The Hockaday School	Altn Holly Hook	11600 Welch Road			Dallas	TX	75229	
The Hogan Firm		1311 Delaware Ave			Wilmington	DE	19806	
The House Oldtown Brasserie		6936 E. Main St.			Scottsdale	AZ	85251	
The Intl Stock Exchange Authority Ltd		PO Box 623, Helvetoa Court	Block B, 3rd Floor	Les Echelons	St Peter Port	GUERNSEY	GY1 1AR	United Kingdom
The Irish Stock Exchange plc		28 Anglesea Street			Dublin		D02 XT25	IRELAND
The Island Hotel		690 Newport Center Drive			Newport Beach	CA	92660	
The Joule		1530 Main Street			Dallas	TX	75201	
The Junior League of Dallas		PO Box 12707			Dallas	TX	75226	
The Kaplan Group		2250 King Ct, Suite 50			San Luis	CA	93401	
The Kiplinger Tax Letter		PO Box 62300			Tampa	FL	33662-2300	
The Kiplinger Tax Letter		PO Box 3299			Harlan	IA	51593-0479	
The Ladders	Accounting Dept	137 Varick St			New York	NY	10013	
THE LAKESHORE COMPANIES		1081 MOMENTUM PL			Chicago	IL	60689-5310	
The LDM Group, LLC		Renaissance Tower	1201 Elm Street, Ste. 4201		Dallas	TX	75270	
The Leukemia & Lymphoma Society		1311 Mamaroneck Ave, Suite 310			White Plains	NY	10605	
The Leukemia & Lymphoma Society		8111 LBJ Freeway	Suite 425		Dallas	TX	75251	
The Loan Syndications and Trading Assoc		366 Madison Ave	15th Floor		New York	NY	10017	
The Mark and Pamela Okada Family Exempt Trust #1	Brian D. Glueckstein	Sullivan Cromwell LLP	125 Broad Street		New York	NY	10004	
The Markets.com		PO Box 9420			Uniondale	NY	11555-9420	
The Matchbox Studio		3013 Canton Street			Dallas	TX	75226	
The McCarton Foundation		331 W. 25th Street			New York	NY	10001	
The Medleh Group		PO Box 96370			Houston	TX	77213	
The Money Management Institute		1101 17th St, NW Ste 703			Washington	DC	20036	
The Money Management Institute		PO Box 759231			Baltimore	MD	21275-9231	
The Montessori School of Raleigh		7005 Lead Mine Road			Raleigh	NC	27615	

Appx. 00505

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Morgan Library & Museum		225 Madison Avenue			New York	NY	10016	
The NASDAQ OMX Group Inc.		Lockbox 90200	PO Box 8500		Philadelphia	PA	19178-0200	
The NASDAQ Stock Market LLC	c/o Wells Fargo Bank	Lockbox 80200/PO Box 8500			Philadelphia	PA	19178-0200	
The National due Diligence Alliance		West8 Tower	10205 Westheimer Rd, Ste 500		Houston	TX	77042	
The Neighbors Law Firm P.C.		2500 Regency Parkway			Cary	NC	27518	
The New York Times		PO Box 4039			Woburn	MA	01888-4039	
The New York Times		PO BOX 371456			Pittsburgh	PA	15250-7456	
The nGage Company, LLC	Attn Phil McKay	170 Pine Point Rd			Scarborough	ME	04074	
The Oechsli Institute		PO Box 29385			Greensboro	NC	27429	
The Optimal Networking Event, LLC		5 Block Court			Randolph	NJ	07869	
The Optimal Networking Event, LLC		PO Box 191			Mt. Freedom	NJ	07970-0191	
The Original Butt Sketch		PO Box 4495			Dallas	TX	75208-4495	
The Paley Center for Media	Attn Accounting Department	25 West 52nd Street			New York	NY	10019	
The Party New York		137 Avenue A	Suite 2E		New York	NY	10009	
The Paul Revere Life Ins. Co.		PO Box 740590			Atlanta	GA	30374-0590	
The Pension Bridge, Inc		4504 S Ocean Blvd			Highland Bch	FL	33487-4233	
THE PLACEMENT GROUP, INC.		6060 North Central Expressway	Suite 524		Dallas	TX	75206	
THE PLANT PLACE		10704 Goodnight Lane			Dallas	TX	75220	
The Plexus Groupe		21805 Field Parkway	Suite 300		Deer Park	IL	60010	
The Plumbing Mechanical Fire Prot. Co		60 North Prospect Avenue			Lynbrook	NY	11563-1395	
The Promise House	Attn Christy Cerralvo	RBC Capital Markets	2711 N Haskell Ave, Ste 2500		Dallas	TX	75240	
The Real Estate Council		Three Lincoln Center	5430 LBJ Fwy, Suite 100		Dallas	TX	75240	
The Real Estate Council Foundation	Attn Stephanie Keller Hudiberg	3100 McKinnon Street	Suite 1150		Dallas	TX	75201	
The Reeds Public Relations Corporation		3232 McKinney Avenue	Suite 855		Dallas	TX	75204	
The Renaissance Consulting Group		870 San Jacinto Twr 2121 San Jacinto St			Dallas	TX	75201	
The Rhythm Room	Attn Elaine Hewlett	4734 Tremont Street			Dallas	TX	75246	
The Rise School		4220 Monterey Oaks Blvd.			Austin	TX	78749	
The RitZ-Carlton		455 Grand Bay Drive			Key Biscayne	FL	33149	
The RitZ-Carlton		2121 McKinney Avenue			Dallas	TX	75201	
THE RITZ-CARLTON, LAKE LAS VEGAS	ATTN A/R	1610 LAKE LAS VEGAS PKWY			Henderson	NV	89011	
The Rowland Law Firm	Ronald L. Rowland, Authorized Agent	2453 Vineyard Lane			Crofton	MD	21114	
The Ryan Anthony Foundation		2512 Boll Street			Dallas	TX	75204	
The Search Group		222. W Las Colinas Blvd	Ste 844E		Irving	TX	75039	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THE SIGN COMPANY		575 MADISON AVE			New York	NY	10022	
The Spencer Company		2121 North Akard	Suite 100		Dallas	TX	75201	
The Standard		1100 SW Sixth Ave			Portland	OR	97204-0000	
The Standard		PO Box 3358			Portland	OR	97208-3358	
The Standard		PO BOX 5674			Portland	OR	97228-5674	
The Standard Life Insurance Co of NY		PO Box 3358			Portland	OR	97208-3358	
The State of Texas	Deana K. Adams, CSR	Official Court Reporter	600 Commerce, 630 C		Dallas	TX	75202	
The Stewpot Alliance		4516 Lovers Lane	Suite 229		Dallas	TX	75225	
The Strategic Financial Alliance		202 Abbey Court			Alpharetta	GA	30004	
The Strategic Financial Alliance, Inc.		2200 Century Parkway, Ste 500			Atlanta	GA	30345	
The TAARP Group, LLP		8333 Douglas Avenue	Suite 1500		Dallas	TX	75225	
The TAARP Group, LLP		PO Box 797337			Dallas	TX	75379-7337	
The TASA Group, Inc.		1166 DeKalb Pike			Blue Bell	PA	19422-1853	
The Texas Lyceum		3305 Steck Ave Ste 200			Austin	TX	78757-8155	
The Texas Lyceum Association, Inc		7131 Lavendale Ave			Dallas	TX	75230	
The Townwide Fund of Huntington, Inc.		148 East Main Street			Huntington	NY	11743	
The United States Ski & Snowboard Assoc		1 Victory Lane	Box 100		Park City	UT	84060	
The United States Treasury		Internal Revenue Service	PO Box 9941		Ogden	UT	84409	
The University of Texas at Arlington		19136			Arlington	TX	76019-0136	
The VIA Group, Inc		2610 Technology Forest Blvd			The Woodlands	TX	77381	
The Wall Street Journal		Corporate Subscription Program	102 First Ave		Chicopee	MA	01020	
The Wellness Group, LLC		1000 N. Green Valley Pkwy	Suite 440 #401		Henderson	NV	89074	
The Wellness Group, LLC		100 N. Green Valley Pkwy	Suite 440 #401		Henderson	NV	89074	
The Westin Charlotte		601 South College Street			Charlotte	NC	28202	
The YGS Group		3650 West Market Street	Content Division-A/R		York	PA	17404	
The Yield Book, Inc.		PO Box 13755			Newark	NJ	07188-0755	
THEDFORD, LAUREN E.		Address on File						
Theodore N Dameris		Address on File						
Theodore N. Dameris		Address on File						
Think-Cell		Invalidenstrasse 34			Berlin		10115	GERMANY
Think-cell Sales GmbH & Co. KG		Chausseestr. 8/E			Berlin		10115	GERMANY
Thirstystone Resources		860 E 19th St			Tucson	AZ	85719	
THOMAS HENNINGS		Address on File						
Thomas Hoerner		Address on File						
Thomas Printworks		PO Box 740967			Dallas	TX	75374-0967	
Thomas Reprographics		P.O. Box 740967			Dallas	TX	75374-0967	
THOMAS SHARP		Address on File						
Thomas Surgent	c/o David Neier	Winston Strawn LLP	4441 Beverly Drive		Dallas	TX	75205	
Thomas Surgent	c/o David Neier, Winston Strawn LLP	200 Park Avenue			New York	NY	10166	
Thomas Surgent		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Thomas White	c/o KGen Power Corp	9337 Spring Cypress Rd, #214			Spring	TX	77379	
Thompson & Knight		PO Box 660684			Dallas	TX	75266-0684	
Thompson & Knight		Dept 70 PO Box 4346			Houston	TX	77210-4346	
THOMPSON & KNIGHT LLP		ONE ARTS PLAZA	1722 ROUTH STREET SUITE 1500		Dallas	TX	75201-2533	
Thompson Coe Cousins & Irons LLP		700 N. Pearl Street	Twenty Fifth Floor		Dallas	TX	75201	
Thompson Reuters		610 Opperman Drive	PO Box 64833		Eagan	MN	55123-0000	
THOMPSON, DAVISON R.		Address on File						
Thompson, Jordan		Address on File						
THOMPSON, ROBIN		Address on File						
Thomson		PO Box 4634			Chicago	IL	60680-9598	
Thomson Financial		195 Broadway	7th floor		New York	NY	10007	
Thomson Financial		PO Box 360301			Pittsburgh	PA	15251-6301	
Thomson Financial		PO Box 5136			Carol Stream	IL	60197-5136	
Thomson Financial		PO Box 95512			Chicago	IL	60690-5512	
THOMSON REUTERS	Attn Greg Winterton	3 Times Square, 18th Floor			New York	NY	10036	
THOMSON REUTERS		PO BOX 55743	The Thomson Reuters Building		London		E14 10B	United Kingdom
THOMSON REUTERS		PO Box 95512			Chicago	IL	95512	
THOMSON REUTERS		TAX & ACCOUNTING- R&G	PO BOX 71687		Chicago	IL	60694-1687	
Thomson Reuters (Markets) LLC		PO Box 415983			Boston	MA	02241	
Thomson Reuters (Markets) LLC		GPO BOX 10410			Newark	NJ	07193-0410	
Thomson Reuters (Tax & Accounting) Inc.		PO Box 71687			Chicago	IL	60694-1687	
Thomson Reuters Corporation		17400 Medicine Road	Suite 850		Plymouth	MN	55447	
Thomson Reuters Tax & Accounting - Check		PO Box 71687			Chicago	IL	60694-0000	
thomson RIA		PO Box 6159			Carol Stream	IL	60197-6159	
Thomson West		PO Box 64833			Saint Paul	MN	55164-0833	
Thomson West		PO Box 6292			Carol Stream	IL	60197-6292	
Thomton-Tomasetti Group, Inc.		PO Box 826203			Philadelphia	PA	19182-6203	
Throckmorton, Michael		Address on File						
Thuzio, Inc.		267 Fifth Avenue	Seventh Floor		New York	NY	10016	
TIAMPO, SAUKOK		Address on File						
TIBCO Software, Inc.		Lockbox No 7514	PO Box 7247		Philadelphia	PA	19170-7514	
Tiffs Treats		Address on File						
Tim Dalton		Address on File						
TIM LAWLER		Address on File						
Tim Symington		Address on File						
Timber Mart-South	Center for Forest Business	Daniel B. Warnell School of Forestry	The University of Georgia		Athens	GA	30602-2152	
Timberhorn, LLC		127 W Worthington Ave Ste 100			Charlotte	NC	28203-0064	
Time Value Software		22 Mauchly			Irvine	CA	92618	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TIME WARNER CABLE		PO BOX 9227			Uniondale	NY	11555-9227	
TIME WARNER CABLE		Box 223085			Pittsburgh	PA	15251-2085	
TIME WARNER CABLE		PO BOX 742663			CINCINNATI	OH	45274-2663	
TIME WARNER CABLE		PO Box 742633			Cincinnati	OH	45274-2663	
TIME WARNER CABLE		PO Box 650063			Dallas	TX	75265-0063	
TIME WARNER CABLE		PO BOX 650210			Dallas	TX	75265-0210	
TIME WARNER CABLE		PO Box 60074			City of Industry	CA	91716-0074	
Time, Inc.		PO Box 60001			Tampa	FL	33660-0001	
Times Square Tower Associates LLC		800 Boylston Street	Suite 1900		Boston	MA	02199	
Times Square Tower Associates LLC		PO Box 415917			Boston	MA	02241-5917	
Timothy Brice		Address on File						
Timothy Hotchandani		Address on File						
Timothy Lawler		Address on File						
Timothy Leung		Address on File						
Timothy Spring		Address on File						
TIPS, LLC		Department 34932	PO Box 39000		San Francisco	CA	94139	
TIPS, LLC		File 30578	PO Box 60000		San Francisco	CA	94160	
Title Partners, LLC		5501 LBJ Freeway	Ste 200		Dallas	TX	75240	
TLK Networks		PO Box 202286			Arlington	TX	76006	
TMC Communications, LLC		245 Park Ave, 24th Flr			New York	NY	10167	United Kingdom
TMF Group		400 Capability Green			Luton		LU1 3AE	United Kingdom
TNT INTERNATIONAL		PO BOX 186	RAMSBOTTOM		BURY		BL09GR	United Kingdom
Tobias Lewis		Address on File						
TOBY FELDMAN INC.		ONE PENN PLAZA			New York	NY	10119	
Todd A. Travers		Address on File						
Todd Blatterman		Address on File						
Todd Travers	c/o Jason P. Kathman	Pronske & Kathman, P.C.	2701 Dallas Parkway, Suite 590		Plano	TX	75093	
Todd Travers		Address on File						
Toly Novik		Address on File						
TOM BEACH		Address on File						
TOM LOVELL		Address on File						
Tom Rigatti		Address on File						
Tomasino, Matthew		Address on File						
TOMLIN, WILLIAM		Address on File						
Tony Zaffaro		Address on File						
Total Alternatives		PO Box 5018			Brentwood	TN	37024	
Total Uptime Tech		Post Office Box 2228			Skyland	NC	28776-0000	
Touchstone Securities, Inc		303 Broadway	Suite 1100		Cincinnati	OH	45202-4203	
TOUDOUZE, KENNETH		Address on File						
Towers Watson		PO Box 8500	S-6110		Philadelphia	PA	19178-6110	
TPAC		920 Tyne Blvd			Nashville	TN	37220	
TQ ESI, LLC		400 N. St Paul	STE 1230		Dallas	TX	75201	
Tracey Ivey		Address on File						
TradeStation Securities, Inc.	Attn Account Department	8050 SW 10th St -- Ste 2000			Plantation	FL	33324	
TRAHAN, MICHAEL		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TransPerfect Legal Solutions	Altin Accounts Receivable	1250 Broadway Fl 7			New York	NY	10001-3749	
TRANSWESTERN		5001 SPRING VALLEY RD	STE 600W		Dallas	TX	75244	
TRANSTHAM, AUSTIN		Address on File						
Travel Search Network		8111 LBJ Freeway # 550			Dallas	TX	75251	
TRIVERS, TODD		Address on File						
Travis Kruger		Address on File						
TRC		PO Box 536282			Pittsburgh	PA	15253-5904	
TRC Consultants, LC		120 Dietert Ave	Suite 100		Boerne	TX	78006	
Treasurer of State of Vermont			89 Main Street, 2nd Floor, Drawer 20		Montpelier	VT	05620	
Treasurer of Virginia		Securities Division	1300 East Main Street, 9th Floor		Richmond	VA	23219	
Treasurer, State of Connecticut		Securities & Business Investment Div	260 Constitution Plaza		Hartford	CT	06103	
TREASURY OF THE UNITED STATES	Austin Campus Disclosure Office	Office of Securities	76 Northern Avenue		Gardiner	ME	04345	
TREASURY OF THE UNITED STATES	INTERNAL REVENUE SERVICE	Stop 7000-AUSC	PO Box 2986		Austin	TX	78768	
TREMOR, LAUREN E.		3651 SOUTH IH-35, MS 7000AUSC	DISCLOSURE OFFICE		Austin	TX	78741	
Trend Macrolitics LLC		Address on File			Chicago	IL	60611	
Trenkner, Jamie		680 N. Lake Shore Drive	#1412					
Trepp, LLC		Address on File			New York	NY	10022	
Triad Security Systems		477 Madison Ave 18th Flr			Union	NJ	07083	
Trial Arts Professional Copy Service		971 Lehigh Avenue			Dallas	TX	75207	
Tricor Evatthouse Corporate Services		1500 Dragon St, Ste C						
Tricor Singapore Pte Ltd		8 Cross Street	#11-00 PWC Building		Singapore		048424	SINGAPORE
Trinity River Mission		8 Cross Street	#11-00 PWC Building		Singapore		048424	SINGAPORE
Triple Threat Cowboy		2060 Singleton Blvd, Ste 104			Dallas	TX	75212	
		1430 Regal Row	Suite 320		Dallas	TX	75247	
TRI-RIVER CAPITAL			555 FIFTH AVE - 15TH FLR					
Tritech Communications, Inc.	C/O BEUTEL & JOYCE, LP	ATTN MILTON WALTERS			New York	NY	10017	
Troutman Sanders LLP		625 Locust St.			Garden City	NY	11530	
TROY BARNETTE		P.O. Box 933652			Atlanta	GA	31193-3652	
Trump International Hotel & Tower CH		Address on File						
Trusway Holdings, Inc.		401 North Wabash Ave			Chicago	IL	60611	
Trussway Holdings, LLC	Kendall Hoyd	9411 Alcom			Houston	TX	77093-6753	
Trustees of Boston University		7001 Enterprise Ave			Fort Worth	TX	76118	
Trustwave		1 Silber Way			Boston	MA	02215	
TSCM AMERICA		70 W Madison St	Ste. 1050		Chicago	IL	60602	
TSCPA		PO Box 6743			McKinney	TX	75071	
TSG Reporting, Inc		PO Box 797488			Dallas	TX	75379	
		747 Third Ave, Suite 10A			New York	NY	10017	
TSX INC		PO Box 421, 130 King Street West			Toronto	ON	M5X 1E1	CANADA
TTA Research & Guidance		The Exchange Tower			Chicago	IL	60694	
Tuan Olona, LLP		PO Box 71687			New York	NY	10020	
Turf Scapes		One Rockefeller Plaza	Eleventh Floor		Rockwall	TX	75032-6531	
		368 National Drive						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Turing Experts		Birchin Court	20 Birchin Lane		London		EC3V 9DU	United Kingdom
Turtle Bay Resort	Attn Finance Department	57-091 Kamehameha Highway			Kahuku	HI	96731	
TW Telecom Holdings, llc		PO Box 910182			Denver	CO	80291-0182	
Twenty-First Securities Corporation		780 Third Avenue	24th Floor		New York	NY	10017	
TXU ENERGY		PO BOX 650638			Dallas	TX	75265-0638	
TXU ENERGY		PO BOX 660409			Dallas	TX	75266-0409	
Tyco Integrated Security		PO Box 371967			Pittsburg	PA	15250-7967	
Tyler Kemp		Address on File						
TYRA GILB TRUST		325M SHARON PARK DR #207			Menlo Park	CA	94025-6804	
U.D.S.TX, LLC		1401 Elm, Suite 4567			Dallas	TX	75202	
U.S. - Japan Council	Attn Dana Fager, Develop. Coordinator	1819 L Street, NW, Suite 800			Washington	DC	20036	
U.S. Bancorp Equipment Finance, Inc.		PO Box 790448			Saint Louis	MO	63179-0448	
U.S. Bank		CM-9690	PO Box 70870		Saint Paul	MN	55170-9690	
U.S. Bank National Association	Attn CDO Unit	One Federal Street	3rd Floor	Mail Code EX-MA-FED	Boston	MA	02110	
U.S. Fund for UNICEF		520 Post Oak Blvd	Suite 280		Houston	TX	77027	
U.S. Securities and Exchange Commission	Fort Worth Regional Office	Burnett Plaza, 19th Floor	801 Cherry Street, Unit 18		Fort Worth	TX	76102	
UBS AG, London Branch	Attn Suzanne Forster, John Lantz	UBS Securities LLC, Jeffrey E. Bjork, Kimberly A. Posin	1285 Avenue of the Americas		New York	NY	10019	
UBS AG, London Branch	Latham & Watkins LLP		355 South Grand Avenue, Ste. 100		Los Angeles	CA	90071	
UBS AG, London Branch	Latham and Watkins LLP	Asif Attarwala	330 North Wabash Ave. Suite 2800		Chicago	IL	60611	
UBS AG, London Branch	Latham and Watkins LLP	Andrew Clubok, Sarah Tomkowiak	555 Eleventh Street, NW, Suite 1000		Washington	DC	20004-1304	
UBS AG, London Branch	UBS Securities LLC	Attn Suzanne Forster, John Lantz	1285 Avenue of the Americas		New York	NY	10019	
UBS AG, London Branch UBS Securities LLC	c/o Andrew Clubock, Esq.	Latham & Watkins LLP	555 Eleventh Street NW Suite 1000		Washington	DC	20004	
UBS Securities LLC	Attn Suzanne Forster, John Lantz	1285 Avenue of the Americas			New York	NY	10019	
UBS Securities LLC	c/o Andrew Clubock	Latham & Watkins LLP	555 11th Street NW #1000		Washington	DC	20004	
UBS Securities LLC	Latham & Watkins LLP	Jeffrey E. Bjork, Kimberly A. Posin	355 South Grand Avenue, Ste. 100		Los Angeles	CA	90071	
UBS Securities LLC	Latham and Watkins LLP	Asif Attarwala	330 North Wabash Ave. Suite 2800		Chicago	IL	60611	
UCG		11300 Rockville Pike	Ste 1100		Rockville	MD	20852-3030	
Uchi Dallas, LLC		701 S. Lamar Blvd	Suite C		Austin	TX	78704	
UDAI DHAWAN		28 SPRAIN VALLEY RD			Scarsdale	NY	10583	
UERMMMC-MAAAI	Dr. Audrey Coo, Treasurer	PO Box 2153			Bedford Park	IL	60499-2153	
Ulf Nofelt		Address on File						
Ulicny, Inc.		92 Amity Drive			Wayne	PA	19087	

Exhibit C

Creditor Matrix

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Umari Zugaro, PLLC	Basil A. Umari	1403 Eberhard			Houston	TX	77019	
UMB Bank, N.A.	Attn Trust Fees Dept	PO Box 414589			Kansas City	MO	64141-4589	
UNICOM TECHNOLOGIES, INC		1011 HWY 6 S	STE 200		Houston	TX	77077	
Unimerica Insurance Company	Administrative Office	6300 Olson Memorial Highway			Golden Valley	MN	55427	
Unishippers		800 W Airport Frwy Ste 611 LB 6065			Irving	TX	75062	
Unishippers		800 W Airport FWY Ste 611 LB 6065			Irving	TX	75062-6294	
United American Reporting Services		1201 Elm Street	Suite 5220		Dallas	TX	75270	
United Capital		5655 S. Yosemite St.	Suite 450		Greenwood Village	CO	80111	
United Carpet Cleaning Systems, Inc.		PO Box 1625			Hurst	TX	76053	
UNITED HEALTHCARE INSURANCE COMPANY	ATTN LISA CARRILLO	5800 GRANITE PKWY, STE 700			Plano	TX	75024	
UNITED HEALTHCARE INSURANCE COMPANY		22561 NETWORK PLACE			Chicago	IL	60673-1225	
United Mechanical		11540 Plano Road	PO Box 551206		Dallas	TX	75355-1206	
United Parcel Service, Inc		55 Glenlake Parkway			Atlanta	GA	30328-0000	
United States Treasury		INTERNAL REVENUE SVC	PO BOX 69		Memphis	TN	38101-0069	
United States Treasury		INTERNAL REVENUE SERVICE			Cincinnati	OH	45999-0039	
United States Treasury		INTERNAL REVENUE SERVICE			Kansas City	MO	64999-0202	
United States Treasury		STOP 5107 NWSAT	4050 ALPHA RD		Farmers Branch	TX	75244-4201	
United States Treasury		PO Box 660443			Dallas	TX	75266-0443	
United States Treasury		INTERNAL REVENUE SERVICE			Ogden	UT	84201-0039	
UNITED VAN LINES		ONE UNITED DRIVE			Fenton	MO	63026-1350	
United Way of Mass. Bay & Merrimack Vly	Attn A/R- Barbara Alexander	PO Box 51381			Boston	MA	02205-1381	
Universal Printing Solutions, Inc.		10573 West Pico Blvd. #610			Los Angeles	CA	90064-2438	
University of Michigan		3003 S. State Street, Suite 8000			Ann Arbor	MI	48109-1288	
University of Pennsylvania	c/o Matching Gifts	433 Franklin Building	3451 Walnut Street		Philadelphia	PA	19104-6285	
University Pk Sch		3505 Amherst			Dallas	TX	75225	
ParentTeacher Assoc		PO BOX 406834			Atlanta	GA	30384-6834	
Unum Life Insurance Company of America		PO Box 409548			Atlanta	GA	30384-9548	
Unum Life Insurance Company of America		1140 Avenue of the Americas			New York	NY	10036	
Update Legal		1825 Market Center Blvd, Ste 500			Dallas	TX	75207	
Uplift Education	c/o David Jackson							
UPMC HEALTH SYSTEM PENSION TRUST		1 MELLON BANK CTR			Pittsburgh	PA	15258	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
UPS Freight		PO Box 730900			Dallas	TX	75373-0900	
UPS Supply Chain Solutions		PO BOX 7247-0244			Philadelphia	PA	19170-0001	
UPS Supply Chain Solutions		28013 Network Place			Chicago	IL	60673-1280	
UPS Supply Chain Solutions		PO Box 730900			Dallas	TX	75373-0900	
UpSwing Performance Improvement, Inc.		PO Box 738			Manchester	MO	63011	
Uptown Energy Partners		2602 McKinney Ave	Suite 330		Dallas	TX	75204	
Urano, Cameron		Address on File						
URBAN, ASHLEY		Address on File						
URBAN, JOHN		Address on File						
URBANIC, MATTHEW		Address on File						
URECH, DANIELLE		Address on File						
URS CORPORATION		PO BOX 121028	DEPT 1028		Dallas	TX	75312-1028	
US Attorneys Office for the Northern District of Texas	Erin Nearly Cox, Donna K. Webb	1100 Commerce St. Suite 300			Dallas	TX	75242	
US Bank		1555 N Rivercenter Dr, Ste 302			Milwaukee	WI	53212	
US BANK NA	ATTN THOMAS BELCHER	ONE FEDERAL STREET	THIRD FLOOR		Boston	MA	02110	
US Foods, Inc.		Box 843202			Dallas	TX	75284-3202	
US Legal Support		Texas Records & Reporting	PO BOX 952172		Dallas	TX	75395-2172	
US Legal Support		Chicago, IL Reporting	PO Box 4772-11		Houston	TX	77210-4772	
US Markets		10 W. 37th St	7th FL		New York	NY	10018	
US Policy Metrics LLC		2001 K St NW Fl 8-11			Washington	DC	20006-1042	
US Postage Meter Center		PO Box 800848			Santa Clarita	CA	91380	
US Securities & Exchange Commission	FOIA Officer & Privacy Act Officer	100 F Street, NE	Mail Stop 2736		WASHINGTON	DC	20549-2000	
US Ski and Snowboard Team Foundation		1 Victory Lane	Box 100		Park City	UT	84060	
USA Shooting	Attn Rob Weekes	1 Olympic Plaza			Colorado Springs	CO	80909	
usfi marketing communications		12100 Ford Rd Ste 100			Dallas	TX	75234	
USTMAAM	C/O MARC VILLAFANIA	104 BIG OAKS RD			STREAMWOOD	IL	60107-1320	
USW LOCAL 870		94 WASHINGTON PLACE			Totwa	NJ	07512	
Utah Division of Securities		Securities Division	160 East 300 South, 2nd Floor		Salt Lake City	UT	84111	
UTAH STATE TAX COMMISSION		210 N 1950 W			Salt Lake City	UT	84134	
Valhalla CLO, Ltd.	c/o Intertrust SPV (Cayman) Limited	190 Elgin Avenue	George Town		Grand Cayman			Cayman Islands
Valhalla CLO, Ltd. JPMorgan Chase Bank		390 Greenwich Street, 4th Floor	Institutional Trust Services					
Valhalla CLO, Ltd. JPMorgan Chase Bank	JPMorgan Chase Bank	Walker House, PO Box 908GT, Mary Street	George Town, Grand Cayman	Valhalla CLO, Ltd.	New York	NY	10013	
VALIANT MEDIA	Valhalla CLO, Ltd. c/o Walkers SPY Limited	3116-D COMMERCE ST	The Directors		Grand Cayman			Cayman Islands
Validity, Inc.		200 Clarendon St	22nd Floor		Dallas	TX	75226	
Value Line Publishing	ATTN Matt Jamison	Value Line Publishing, Inc	220 East 42nd Street 6th floor		Boston	MA	02116	
ValueScope, Inc.		1400 Thetford Ct.			New York	NY	10017	
VAN HOEF, ASHLEY		Address on File			Southlake	TX	76092	
VANACOUR, JASON		Address on File						

Exhibit C
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1 Address on File	Address2	Address3	City	State	Zip	Country
Vanessa Sea								
Vanguard Brokerage Services	Altn Securities Receipt & Transfer	PO Box 1170			Valley Forge	PA	19482-1170	
Vector One Management		113 E 55th St			New York	NY	10022	
Vela Wood PC	Attention Kevin Vela	5307 E. Mockingbird Lane, Suite 802			Dallas	TX	75206	
Venable LLP		PO Box 630798			Baltimore	MD	21263-0798	
Venable LLP		PO Box 62727			Baltimore	MD	21264-2727	
Vengroff Williams, Inc c/o American Arbitration Association	Vengroff Williams, Inc c/s American Arbitration	2211 Fruitville Rd			Sarasota	FL	34237	
Venture Mechanical, Inc.		1644 W Crosby Rd			Carrollton	TX	75006-6628	
Veritas Backup Exec		2625 Augustine Drive			Santa Clara	CA	95054-0000	
Veritas Enterprise Vault		2625 Augustine Drive			Santa Clara	CA	95054-0000	
Veritas Software Global LLC		PO Box 60000			San Francisco	CA	94160-3667	
Veritext Corp.		3090 Bristol Street	Suite 190		Costa Mesa	CA	92626	
Veritext Los Angeles Reporting Co		3090 Bristol St	Suite 190		Costa Mesa	CA	92626	
Veritext Mid-Atlantic		1801 Market Street	Suite 1800		Philadelphia	PA	19103	
Veritext New York Reporting Co		330 Old Country Rd	Suite 300		Mineola	NY	11501	
Veritext New York Reporting Co		PO Box 71303			Chicago	IL	60694-1303	
Verity Group		885 E Collins Blvd	Ste. 102		Richardson	TX	75081-0000	
Verity Group		PO Box 940361			Plano	TX	75094-0361	
VERIZON		PO BOX 15124			Albany	NY	12212-5124	
VERIZON		PO BOX 1100			Albany	NY	12250-0001	
Verizon Wireless		PO Box 489			Newark	NJ	07101-0489	
Verizon Wireless		PO Box 790406			Saint Louis	MO	63179-0406	
Verizon Wireless		PO Box 660108			Dallas	TX	75266-0108	
Verizon Wireless		PO Box 4001			Inglewood	CA	90313-4001	
Vermont Department of Taxes		PO Box 588			Montpelier	VT	05601	
Vermont Dept of Financial Regulation		Dept of Banking, Insurance & Securities	89 Main Street, 2nd Floor, Drawer 20		Montpelier	VT	05620	
Verrill Dana LLP		One Portland Square	P.O. Box 586		Portland	ME	04112	
VFG Securities, Inc.	Altn Jana Oledzki	100 Corporate Pointe	Suite 382		Culver City	CA	90230-7612	
ViaWest, Inc.	Altn John Greenwood	1200 17th Street, Suite 1150			Denver	CO	80202	
ViaWest, Inc.		PO Box 732368			Dallas	TX	75373-2368	
ViaWest, Inc.		PO Box 912362			Denver	CO	80291-2362	
Vibrancy21		1133 South Clinton Street			Baltimore	MD	21224	
Vickery Meadow Learning Center		6329 Ridgcrest			Dallas	TX	75231	
Victor Chang		Address on File						
Victor Chong		Address on File						
Vigilant Resources		45 Rockefeller Plaza, 20th Floor			New York	NY	10111	
VILLA VERONA, LTD		13330 NOEL RD			Dallas	TX	75240	
Village on the Green		5301 Alpha Road, Suite 44			Dallas	TX	75240	
Vin Thompson		Address on File						

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Vincent Lopez Serafino & Jenevein, PC		2001 Bryan St	Suite 2000		Dallas	TX	75201	
VINSON & ELKINS, LLP		A1001 FANNIN ST., STE 2300	FIRST CITY TOWER		Houston	TX	77002-6760	
Vintage Filings		350 Hudson Street, Suite 300			New York	NY	10014	
Vintage Filings		350 Hundson Street	Suite 300		New York	NY	10014	
Vintage Filings		PO Box 30719			New York	NY	10087-0719	
Vir, Sagar		Address on File						
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1500			Richmond	VA	23218-1500	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1777			Richmond	VA	23218-1777	
Virginia Retirement System	Attn Control	PO Box 361			Richmond	VA	23218	
Virginia Retirement Systems	Attn Control	PO Box 361			Richmond	VA	23218	
Vishnu Gogineni		Address on File						
Visix, Inc.		230 Scientific Drive	Suite 800		Norcross	GA	30092	
Vitae Search Group, LLC		6009 Mariposa Drive			McKinney	TX	75070	
Vitiello, Stephanie		Address on File						
Vlahakis, Eleni		Address on File						
VODAFONE		PO BOX 549			London		OX17 3ZJ	United Kingdom
Vogel Above		200 Crescent Court	Ste 300		Dallas	TX	75201	
Voice of Hope	Attn Ruth Hardesty	PO Box 224845			Dallas	TX	75222-4845	
Volunteers for Youth, Inc.		205 Lloyd Street	Suite 103		Carboro	NC	27510	
Voya Financial Advisors	Attn Adriana Mardarie Gagov	909 Locust Street			Des Moines	IA	50309	
Voya Financial Advisors		5780 Powers Ferry Road, NW			Atlanta	GA	30327	
VSI Solutions		203 Dumont ct			Fairview	TX	75069	
VTB Capital plc		14 Cornhill			London		EC3V3ND	United Kingdom
W San Diego		421 West B St			San Deigo	CA	92101	
W. Andrew Hodge Consulting, PA		PO Box 11417			Glendale	AZ	85318	
W.B. Mason Co., Inc.		59 Centre St			Brockton	MA	02301	
Wachovia Insurance Services		5956 Sherry Lane	Suite 2000		Dallas	TX	75225-6531	
Wachovia Secuties LLC		Relationship Management Group-MO1400	1 North Jefferson St		Saint Louis	MO	63103	
Wachtell, Lipton, Rosen & Katz		51 West 52nd Street			New York	NY	10019	
Wagner, Grace		Address on File						
Wake2O		Rue du Mont Blanc 3			Geneva		01201	SWITZERLAN D
Wakefield Quin		Victoria Place	31 Victoria St		Hamilton		0HM10	Bermuda
Wakefield Quinn		PO BOX HM 809			Hamilton		0HMCX	BERMUDA
Walek & Associates, Inc.		317 Madison Avenue Suite 2300			New York	NY	10017	
WALIA, AMIT		Address on File						
Walker Dunlop		Address on File						
Walker Kobelan		Address on File						

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Walkers		PO Box 265GT, Walker House	87 Mry Street		George Town		KY1-9001	Cayman Islands
Walkers - Ireland		The Exchange, Georges Dock, IFSC			Dublin		1	Ireland
Walkers Fund Services Limited	c/o Intertrust Cayman c/o OConnor Davies Munns & Dobbins LLP	190 Elgin Avenue	George Town		Grand Cayman		KY1-9005	Cayman Islands
Wall Street Tax Association		60 East 42nd Street			New York	NY	10165	
WALLS, DAVID		Address on File						
WALTER JARMAN		Address on File						
WAN, QIAN		Address on File						
WANG, ALICE		Address on File						
WANG, CHEN-HAN		Address on File						
Wang, Ruozhou		Address on File						
Warehouse Store Fixture Co.		84 Progress Lane			Watebury	CT	06705	
Warner Stevens LLP		1700 City Center Tower II	301 Commerce Street		Fort Worth	TX	76102	
Warren Posner		Address on File						
Washington Speakers Bureau Inc.					Alexandria	VA	22314	
Washington State Treasurer		1663 Prince Street			Tumwater	WA	98501	
Waterhouse, Frank		WA Dept of Finan Inst. Securities Div	150 Israel Road SW					
WATERHOUSE, FRANK	Ross & Smith, PC		700 N Pearl Street, Suite 1610		Dallas	TX	75201	
Waterview Advisors		Plaza of the Americas						
Watson Wyatt & Co		Address on File			Dallas	TX	75254-7531	
WATSON, ERIN		PO Box 277665			Atlanta	GA	30384	
Watts, Andrew		Address on File						
WATTS, KEITH R		Address on File						
Wayne Bell		Address on File						
WC 4641 Production, LLC	C/o Great Value Storage	4641 Production Drive			Dallas	TX	75235	
WCDABG	Attn Sharon Popham, Reservations Chair							
Wealthforge Securities, LLC		3 Carmarthen Court			Dallas	TX	75225	
Wealthmaster Group, LLC		6800 Paragon Place	Ste 200		Richmond	VA	23230	
Weatherly, Brian		18881 Von Karman Ave	Suite 720		Irvine	CA	92612	
Weaver and Tidwell, LLP		Address on File						
Webb, Justin		2821 West 7th Street	Suite 700		Fort Worth	TX	76107	
WebsiteBackup Company		Address on File						
WEBSTER, GREGORY W		2375 E. Camelback Rd	Suite 600		Phoenix	AZ	85016	
WEIJUN ZANG		Address on File						
Weinstein, Clower & Associates		Address on File						
Weich Consulting Ltd		PO Box 795001			Dallas	TX	75379	
Wells Fargo Advisors FBO Bezilla		1716 Briarcrest Drive #700			Bryan	TX	77802-2760	
Wells Fargo Advisors, LLC	Attn Alan Kinney	200 Stephenson Ave, Suite 301			Savannah	GA	31405	
	Attn Andrew Black	280 Park Avenue, FL 29W			New York	NY	10017	
Wells Fargo Advisors, LLC	Attn April Johnson	10900 Wilshire Blvd, 11th Floor			Los Angeles	CA	90024	

Appx. 00516

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wells Fargo Advisors, LLC	Attn Dan Racioc WF - Finet	4275 Executive Square, Ste 910			Lajolla	CA	92037	
Wells Fargo Advisors, LLC	Attn Denise Bare	9665 Wilshire Blvd, Ste 100			Beverly Hills	CA	90212	
Wells Fargo Advisors, LLC	Attn Greg Shumaker	700 Ackerman Rd, Ste 400			Columbus	OH	43202	
Wells Fargo Advisors, LLC	Attn Kathy Buckley	6060 South American Plaza St East			Tulsa	OK	74135	
Wells Fargo Advisors, LLC	Attn Kevin Dailey	100 East Wisconsin Ave, 12th Floor			Milwaukee	WI	53202	
Wells Fargo Advisors, LLC	Attn Mike McChesney	2500 Legacy Dr, Ste 200			Frisco	TX	75034	
Wells Fargo Advisors, LLC	Attn Nicole Stenquist	450 Post Road East			Westport	CT	06880	
Wells Fargo Advisors, LLC	Attn Operations Manager	20 William Street, Ste 300			Wellesley	MA	02481	
Wells Fargo Advisors, LLC	Attn Operations Manager	331 Newman Springs Rd, Ste 230			Red Bank	NJ	07701	
Wells Fargo Advisors, LLC	Attn Operations Manager	222 East Main St, Ste 106			Smithtown	NY	11787	
Wells Fargo Advisors, LLC	Attn Operations Manager	13621 University Ave			Clive	IA	50325	
Wells Fargo Advisors, LLC	Attn Operations Manager	909 Fannin St, Suite 1200			Houston	TX	77010	
Wells Fargo Advisors, LLC	Attn Operations Manager	1200 17th St, Ste 2000			Denver	CO	80202	
Wells Fargo Advisors, LLC	Attn Operations Mgr Gamer Mabry	6400 South Fiddlers Green Cir, Ste 1840			Greenwood Village	CO	80111	
Wells Fargo Advisors, LLC	Attn Paula Curry, Control Specialist	2 International Place, 20th Fl			Boston	MA	02110	
Wells Fargo Advisors, LLC	Attn Rita Borchers	7400 West 130th St, Ste 200			Overland Park	KS	66213	
Wells Fargo Advisors, LLC	Attn Tracy Lusk	8115 Preston Rd, Suite 300			Dallas	TX	75225	
Wells Fargo Advisors, LLC	Attn Web Wang	5820 Canoga Ave, #100			Woodland Hills	CA	91367	
Wells Fargo Advisors, LLC	c/o David Elfenbein	1211 Avenue of the Americas, 27th Flr			New York	NY	10036	
Wells Fargo Advisors, LLC	c/o Heiter Leshem Margolis	500 Lake Cook Rd, Ste 100			Deerfield	IL	60015	
Wells Fargo Advisors, LLC	c/o Shannon Walker	695 E. Arlington Blvd., Ste 201			Greenville	NC	27858	
Wells Fargo Advisors, LLC		180 Glastonbury Blvd		Suite 301	Glastonbury	CT	06033	
Wells Fargo Advisors, LLC		1 North Jefferson Ave.			Saint Louis	MO	63103	
Wells Fargo Advisors, LLC		3501 W Rosemont Ave			Chicago	IL	60659-2207	
Wells Fargo Advisors, Westwood		10900 Wilshire Blvd		11th Floor	Los Angeles	CA	90024	
WELLS FARGO BANK		WF 8113		PO BOX 1450	Minneapolis	MN	55485-8113	
Wemple, Stefanie		Address on File						
WEN, JING		Address on File						
WENDELL, MORTON		Address on File						
Wendy Harper		Address on File						
WENTWORTH, KEVIN J.		Address on File						
Wesley Golie		Address on File						
West Court Reporting Services		West Payment Center			Carol Stream	IL	60197-6292	
West Payment Center		PO Box 6292		P.O. Box 6292	Carol Stream	IL	60197-6292	
West Publishing Corporation		P.O. Box 12421			Newark	NJ	07101	
West Virginia State Auditor Office	Securities Division	1900 Kanawha Blvd. E		State Capital Building 1, Room W-100	Charleston	WV	25305-0230	
Westchester CLO, Ltd.	The Directors	PO Box 1093 GT, Queensgate House		South Church Street	Grand Cayman		KY1-1108	Cayman Islands

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Westchester CLO, Ltd.		P.O. Box 1093GT	Queensgate House, South Church Street	The Directors	George Town			Cayman Islands
Westchester CLO, Ltd.			COO Services Group					
Investors Bank & Trust Company	Investors Bank & Trust Company	200 Claredon Street	Ref Westchester CLO, Ltd.		Boston	MA	02116	
Western International Securities, Inc.		70 S. Lake Ave	Ste 700		Pasadena	CA	91101	
Westley McGeoghegan		49 Chetwynd Road			Somerville	MA	02144	
WESTMINSTER CITY COUNCIL		PO BOX 397			London		WA55 1GG	United Kingdom
WestPark Capital, Inc.		1900 Avenue of the Stars	Suite 310		Los Angeles	CA	90067	
Westwood Professional Services, Inc.		7699 Anagram Drive			Eden Prairie	MN	55334	
WHARF, PAUL		Address on File						
WHARF, PAUL C.		Address on File						
Whatley, David		Address on File						
WHERRY, SHANNON M.		Address on File						
Whetstone, Laurie		Address on File						
Whitaker, Chalk, Swindler, & Sawyer		Address on File						
White & Case LLP		301 Commerce St. Suite 3500			Ft. Worth	TX	76102	
White & Williams LLP		1155 Avenue of the Americas			New York	NY	10036-2787	
White, Jeremy		1800 One Liberty Place			Philadelphia	PA	19103-7395	
White, Kelly		Address on File						
WhiteGlove House Call Health, Inc.		Address on File						
WhiteGlove House Call Health, Inc.		5300 Bee Cave Rd, Bldg One	Ste 100		Austin	TX	78746	
Whitehall-Parker Securities, Inc.		PO Box 845720			Dallas	TX	75284-5720	
Whitney Smith Co		477 Pacific Ave, 2nd Floor			San Francisco	CA	94133	
WhitneySmith Company		301 Commerce St	Suite 1950		Fort Worth	TX	76102	
WICK PHILIPS LLP		301 Commerce Street, Suite 1950			Fort Worth	TX	76102	
Wick Phillips Gould & Martin, LLP	Jason M. Rudd. Lauren K. Drawhorn	500 North Akward Street	Suite 2100		Dallas	TX	75201	
Wicks Business Information		3131 McKinney Avenue, Suite 500			Dallas	TX	75204	
Wild Rose Floral Design Studio		1375 Kings Highway East Ste 450			Fairfield	CT	06824	
Wild Rose Floral Design Studio		PO Box 541			Rockwall	TX	75087	
Wilentz Goldman & Spitzer		720 E Lamar St			Royse City	TX	75189	
Wiley, Grant		90 Woodbridge Center Dr.			Woodbridge	NJ	07095	
Wilkinson Center	Altn Andrea Jones	Address on File						
Wilkinson Center	Altn Cathy Rosson	PO Box 720248			Dallas	TX	75372	
Wilks, Lukoff & Bracegirdle, LLC		PO Box 720248			Dallas	TX	75372	
Will Pryor Mediation & Arbitration	Thad J. Bracegirdle	4250 Lancaster Pike, Suite 200			Wilmington	DE	19805	
		5420 LBJ Frwy Ste 626			Dallas	TX	75240	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WILLIAM CORNELIUS		Address on File						
William Gosserand	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
William Ikard		Address on File						
William Keeney		Address on File						
William M. Cobb & Associates, Inc.		12770 Coit Rd, Ste 907			Dallas	TX	75251	
William Mabry	Michael P. Hutchens, Esq.	Whitaker Chalk Swindle & Schwartz PLLC	301 Commerce Street, Suite 3500		Fort Worth	TX	76102-4135	
William Oliveira		Address on File						
William R. Welch		Address on File						
William Todd Westenburg		Address on File						
Williams, Andrew		Address on File						
WILLIAMS, MEREDITH		Address on File						
Willis of New York, Inc.		PO Box 4557			New York	NY	10249-4557	
Willis of Texas, Inc.		Dallas/Ft. Worth Division	PO Box 730310		Dallas	TX	75373-0310	
Willis of Texas, Inc.		PO Box 731739			Dallas	TX	75373-1739	
Wilkie Farr & Gallagher LLP		787 Seventh Ave			New York	NY	10019-6099	
WILLMORE, DAVID		Address on File						
Willoughby McCabe Agents Co		3409 Rosedale Avenue			Dallas	TX	75205	
WILLOUGHBY-MCCABE, PATRICK		Address on File						
Wilmer Cutler Pickering Hale and Dorr LLP	Timothy F. Silva	60 State Street			Boston	MA	02109	
Wilmer Cutler Pickering Hale Dorr LLP		1875 Pennsylvania Avenue NW			Washington	DC	20006	
Wilmer Cutler Pickering Hale Dorr LLP		PO Box 7247-8760			Philadelphia	PA	19170-8760	
Wilmington Trust Company		Rodney Square North	1100 North Market St		Wilmington	DE	19890-0001	
Wilshire Associates Incorporated	Attn Accounts Receivable	1299 Ocean Avenue, Suite 700			Santa Monica	CA	90401-1085	
WILSON SMITH		Address on File						
WILSON, ANDREW		Address on File						
WILSON, ANTHONY		Address on File						
Wilson, Owen		Address on File						
WILSON, SCOTT		Address on File						
Wilson, Sonsini, Goodrich, & Rosati		PO Box 742866			Los Angeles	CA	90074-2866	
Wilson, Sonsini, Goodrich, & Rosati		File # 73672	PO Box 60000		San Francisco	CA	94160-3672	
WILSON, STEVE L.		Address on File						
Wilton, William		Address on File						
WINGS Ventures LLC		172304 Preston Rd	Ste 800		Dallas	TX	75252	
Winn Media		Address on File						
WINSTEAD P.C.		5400 RENAISSANCE TOWER	1201 ELM ST		Dallas	TX	75270	
WINSTEAD P.C.		2728 N Harwood Street	Suite 500		Dallas	TX	75201-1743	
Winston & Strawn LLP		2121 North Pearl Street	Suite 900		Dallas	TX	75201	
Wired		PO Box 37704			Boone	IA	50037-0704	

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wisconsin Office of Comm of Securities	Division of Securities	201 West Washington Avenue, Suite 300			Madison	WI	53703	
WISE, CHRIS		Address on File						
Wiseman & Hoffman		460 Park Ave South, 4th Flr			New York	NY	10016	
WISER, JASON		Address on File						
Withers Bergman LLP		157 Church Street, 12th Floor	PO Box 426		New Haven	CT	06502	
Withers Bergman LLP		PO Box 1685			New Haven	CT	06507	
WM Fund Associates Co., Ltd.		Kakimi Kojimachi Annex Bldg 6F	3-2 Kojimachi, Chiyoda-ku		Tokyo		102-0083	JAPAN
Wolters Kluwer		1999 Bryan Street	Ste 900		Dallas	TX	75201-0000	
Wolters Kluwer Legal & Regulatory US		PO Box 71882			Chicago	IL	60694-1882	
Wombat Security Technologies		3030 Penn Avenue	Suite 200		Pittsburgh	PA	15201	
Womens Auxiliary Childrens-Six Flags	Attn Jenny Garberding	7315 Centenary Ave			Dallas	TX	75225	
Womens Auxiliary Childrens-Six Flags	Attn Robin Wilson, Treasurer	7506 Greenbrier			Dallas	TX	75225	
Wonderlic		1795 N. Butterfield Rd			Libertyville	IL	60048-1212	
WOOD, HANNAH		Address on File						
Woodall Rodgers Park Foundation	Attn Erika White	1909 Woodall Rodgers Fwy	Suite 403		Dallas	TX	75201	
Woodbury Financial Services, Inc.	ATTN Reimb Processing	PO Box 64284			Saint Paul	MN	55164	
Woodruff-Sawyer & Co.		PO Box 45057			San Francisco	CA	94145-9950	
WOOTTON, JENNIFER		Address on File						
World Affairs Council		325 N. St. Paul St.	Suite 4200		Dallas	TX	75201	
World Data Products		M & I 196 PO Box 1414			Minneapolis	MN	55480-1414	
Worldwide Financial Solutions		16140 Northcross Drive			Huntersville	NC	28078	
Worldwide Insurance Services	ATTN INDIVIDUAL UNDERWRITING DEPT	100 MATSONFORD RD	STE 100		Radnor	PA	19087	
WP Engine		504 Lavaca Street	Suite 1000		Austin	TX	78701-0000	
WQ International Ltd.		Victoria Place, 31 Victoria Street			Hamilton		0HM10	BERMUDA
Wright Wealth Management		3181 Clearwater Dr.	Ste A		Prescott	AZ	86305	
Wrights Media		2407 Timberloch Place	Suite B		The Woodlands	TX	77380-1039	
Wuiz, Brandon		Address on File						
Wyoming Secretary of State		Securities Division, State Capitol Bldg	2020 Carey Avenue, Suite 700		Cheyenne	WY	82001	
Xact Data Discovery -DATX		5800 Foxridge Dr	Suite 406		Mission	KS	66202	
Xerox		45 Glover Ave			Norwalk	CT	06856-0000	
Xerox Corporation		2553 Collections Center Dr.			Chicago	IL	60693	
Xerox Corporation		PO Box 650361			Dallas	TX	75265	
Xerox Corporation		PO Box 827598			Philadelphia	PA	19182-7598	
Xerox Corporation		PO Box 802555			Chicago	IL	60680-2555	
Xerox Corporation		PO Box 7405			Pasadena	CA	91109-7405	
Xignite, Inc		1825 South Grant St	Suite 100		San Mateo	CA	94404	
Xignite, Inc		Dept 3344	PO Box 123344		Dallas	TX	75312-3344	

Exhibit C

Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
XIOTECH CORPORATION		DEPT CH 17326			Palentine	IL	60055-7326	
XO Communications		PO Box 530471			Atlanta	GA	30353-0471	
XPISTI LLC		2807 Allen Street # 382			Dallas	TX	75204	
Xtract Research		330 Hudson Street	4th Floor		New York	NY	10013	
YAGNISIS, AIRLIA		Address on File						
YANG, JOHN		Address on File						
YAROSLAV JERRY LVOVICH		Address on File						
Yehia, Josef		Address on File						
Yelibelly, Inc.		2364 Northwest Pkwy			Southlake	TX	76092	
YINGHUI HE		Address on File						
YMCA of Metropolitan Dallas		5101 Tennyson Pkwy.			Plano	TX	75024	
YOON, CHRISTOPHER K.		Address on File						
York & Chapel, Corp.		2 Trap Falls Road	Suite 410		Shelton	CT	06484	
YOUNG CONAWAY								
STARGATT & TAYLOR, LLP	Bruce L. Silverstein	Elena C. Norman	1000 North King Street		Wilmington	DE	19801	
Young Life	C/O Lee Anne Bingham	3304 Beckham Ct			Plano	TX	75075	
YOUNG LIFE ALBUQUERQUE		PO BOX 91894			Albuquerque	NM	87199-1894	
YOUNG LIFE, NORTH CENTRAL TEXAS		11300 N CENTRAL EXPWY	STE 600		Dallas	TX	75243	
Young Womens Preparatory Network		1722 Routh Street	Suite 720		Dallas	TX	75201	
Young, Priya		Address on File						
YTAC-Dallas		2807 Allen St., Box 347			Dallas	TX	75204	
Zacks Investment Research, Inc.		111 North Canal Street	Suite 1101		Chicago	IL	60606	
ZANG, WEIJUN		Address on File						
ZANG, WEIJUN		Address on File						
ZARIN, GREGORY		Address on File						
Zayo Group		1821 30th Street	Unit A		Boulder	CO	80301-0000	
Zayo Group, LLC		PO Box 952136			Dallas	TX	75395-2136	
Zendesk		1019 Market St			San Francisco	CA	94103-0000	
Zenprise Inc		6120 Stevenson Blvd			Fremont	CA	94538	
ZEPHYR ASSOCIATES		4 Westchester Park Dr	2nd Floor		White Plains	NY	10604	
ZEPHYR ASSOCIATES		Dept 2215	PO Box 2121		Memphis	TN	38159	
ZEPHYR ASSOCIATES		PO Box 12368	312 Dorla Court	Suite 204	Zephyr Cove	NV	89448	
ZEPHYR ASSOCIATES		PO Box 416014			Boston	MA	02241-6014	
ZEPHYR ASSOCIATES		P.O. Box 2153	Dept. 1899		Birmingham	AL	35287-1899	
ZIEGENHAGEN, RANDALL		Address on File						
ZIEGLER, JASON		Address on File						
ZIMMERMANN, JOHN		Address on File						
ZOHO Corporation		File No #31469	PO Box 60000		San Francisco	CA	94160	
ZOHO Corporation		PO Box 742760			Los Angeles	CA	90074-2760	
ZOHO Corporation		4900 Hopyard Road	Suite 310		Pleasanton	CA	94588-7100	
Zosel, August		Address on File						
Zscaler		110 Rose Orchard Way			San Jose	CA	95134-0000	
Zuckerman Spaeder LLP		1800 M Street NW			Washington	DC	20036-5802	
Zuluaga, Juan Camilo		Address on File						
Zurich North America	ATTN HOWARD BULGATZ	8745 PAYSPIRE CIRCLE			Chicago	IL	60674	

Exhibit CCreditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Zurich North America		8712 Innovation Way			Chicago	IL	60682-0087	
Zyrka		1408 N. Riverfront Blvd. #106			Dallas	TX	75207	

Appx. 00522

EXHIBIT D

Exhibit D

Multiple Party Address Packages
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Advisors Equity Group, LLC		300 Crescent Court, Ste. 700		Dallas	TX	75201
Canis Major Trust		300 Crescent Ct	Ste 700	Dallas	TX	75201
DONDERO, JAMES		300 Crescent Ct, Suite 700		DALLAS	TX	75201
Eagle Equity Advisors, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
ELLINGTON, SCOTT		300 Crescent Ct, Suite 700		DALLAS	TX	75201
Fanshaw Bay, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
Four Rivers Co-Invest, LP		300 Crescent Court	Suite 700	Dallas	TX	75201
Gunwale, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
HCRE Partner, LLC		300 Crescent Court Ste 700		Dallas	TX	75201
HFP GP, LLC	Attn Highland Capital Management, L.P. as sole member					
Highland HCF Advisor, Ltd.		300 Crescent Court Ste 700		Dallas	TX	75201
		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Acquisition Corporation		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Capital Funds Distributor, Inc.		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Capital Insurance Solutions, L.P.		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Capital Management (Singapore)		300 Crescent Ct.	Suite 700	Dallas	TX	75201
Highland Capital Management Fund Advisors, L.P.		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Capital Management Fund Advisors, L.P.	Attn General Counsel	300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Capital Management Services, Inc.		300 Crescent Court Suite 700		Dallas	TX	75201
HIGHLAND CAPITAL MANAGEMENT, LP		300 Crescent Court, Suite 700		Dallas	TX	75201
Highland Capital Mgmt Fund Advisors		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland CLO Funding, Ltd.		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland CLO Management, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Energy MLP Fund		300 Crescent Court, Ste 700		Dallas	TX	75201
Highland First Foundation Income Fund		300 Crescent Court	Suite 700	Dallas	TX	75201

Exhibit D

Multiple Party Address Packages
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Highland Fixed Income Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
Highland Floating Rate Fund		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Funds I		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland Funds II		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland Global Allocation Fund		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland Healthcare Opportunities Fund						
Highland Income Fund HFRO		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland Latin America Consulting, LTD		300 Crescent Court, Ste. 700		Dallas	TX	75201
		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Long/Short Equity Fund						
Highland Merger Arbitrage Fund		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland Opportunistic Credit Fund		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland Prometheus		300 Crescent Court, Ste. 700		Dallas	TX	75201
Highland RCP Offshore, LP		300 Crescent Court	Suite 700	Dallas	TX	75201
Highland RCP, LP		300 Crescent Ct.	Suite 700	Dallas	TX	75201
		300 Crescent Ct.	Suite 700	Dallas	TX	75201
Highland Small-Cap Equity Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
Highland Socially Responsible Equity Fund						
Highland Tax-Exempt Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
Highland Tax-Exempt Fund	Highland Energy MLP Fund	300 Crescent Court Suite 700		Dallas	TX	75201
Highland Total Return Fund	Highland Energy MLP Fund	300 Crescent Court	Suite 700	Dallas	TX	75201
		300 Crescent Court Ste 700		Dallas	TX	75201
Highland/iBoxx Senior Loan ETF						
Honis, Trevor		300 Crescent Court	Suite 700	Dallas	TX	75201
James D. Dondero		300 Crescent Ct.	Ste. 700	Dallas	TX	75201
James D. Dondero		300 Crescent Court Ste 700		Dallas	TX	75201
James Dondero, as the successor-in-interest to the Canis Major Trust		300 Crescent Court Ste 700		Dallas	TX	75201
LEE BLACKWELL PARKER, III		300 Crescent Court Ste 700		Dallas	TX	75201
Mark K. Okada		300 Crescent Court, Suite 700		Dallas	TX	75201
Mark K. Okada	Attn Melissa Schroth	300 Crescent Court	Suite 700	Dallas	TX	75201
NexBank Advisors, L.P		300 Crescent Court	Suite 700	Dallas	TX	75201
		300 Crescent Ct, Suite 700		Dallas	TX	75201

Exhibit D

Multiple Party Address Packages
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
NexBank Capital, Inc		300 Crescent Ct, Suite 700		Dallas	TX	75201
NexBank Securities, Inc		300 Crescent Ct, Suite 700		Dallas	TX	75201
NexBank SSB		300 Crescent Ct, Suite 700		Dallas	TX	75201
NexBank Title, Inc.		300 Crescent Ct, Suite 700		Dallas	TX	75201
NexPoint Advisors, L.P.		300 Crescent Court	Suite 700	Dallas	TX	75201
NexPoint Cap Escrow		300 Crescent Court	Suite 700	Dallas	TX	75201
NexPoint Capital, Inc.		300 Crescent Court	Suite 700	Dallas	TX	75201
NexPoint Discount Strategies Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
NexPoint Energy and Material Opportunities Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
NexPoint Event-Driven Fund	Highland Energy MLP Fund	300 Crescent Court Ste 700		Dallas	TX	75201
NexPoint Healthcare Opportunities Fund	Highland Energy MLP Fund	300 Crescent Court	Suite 700	Dallas	TX	75201
NexPoint Healthcare Opportunities Fund		300 Crescent Court	Suite 700	Dallas	TX	75201
NexPoint Latin America Opportunities Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
NexPoint Real Estate Strategies Fund	Highland Energy MLP Fund	300 Crescent Court Ste 700		Dallas	TX	75201
NexPoint Strategic Opportunities Fund	Highland Energy MLP Fund	300 Crescent Court, Ste 700		Dallas	TX	75201
OKADA, MARK		300 Crescent Ct. Suite 700		DALLAS	TX	75201
PARKER, LEE		300 Crescent Ct. Suite 700		DALLAS	TX	75201
Penant Management GP, LLC	c/o Highland Capital Management, L.P.	300 Crescent Court Ste 700		Dallas	TX	75201
PetroCap Operating, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
PetroCap Partners II, LP		300 Crescent Court	Suite 700	Dallas	TX	75201
PRILICK, GUSTAVO		300 Crescent Court	STE 700	Dallas	TX	75201
Ragen, Spencer		300 Crescent Ct.	Ste. 700	Dallas	TX	75201
SE Multifamily Holdings, LLC		300 Crescent Court	Suite 700	Dallas	TX	75201
Strand Advisors Inc.		300 Crescent Court		Dallas	TX	75201
Strand Advisors, Inc.	Attn Isaac Leventon	300 Crescent Court, Suite 700		Dallas	TX	75201
Strand Advisors, Inc.		300 Crescent Court	Suite 700	Dallas	TX	75201
The Dugaboy Investment Trust		300 Crescent Court Suite 700		Dallas	TX	75201

Exhibit D

Multiple Party Address Packages
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
The Dugaboy Investment Trust, as successor-in-interest to the Canis Major Trust		300 Crescent Court Ste 700		Dallas	TX	75201
The Get Good Non-Exempt Trust No. 1		300 Crescent Ct	Ste 700	Dallas	TX	75201
The Get Good Non-Exempt Trust No. 1, Individually and as Successor-In-Interest of the Canis Minor Trust		300 Crescent Court, Ste. 700		Dallas	TX	75201
The Get Good Non-Exempt Trust No. 2		300 Crescent Ct	Ste 700	Dallas	TX	75201
The Get Good Non-Exempt Trust No. 2, Individually and as Successor-In-Interest of the Canis Minor Trust		300 Crescent Court, Ste. 700		Dallas	TX	75201
The Get Good Trust		300 Crescent Ct	Ste 700	Dallas	TX	75201
The Mark and Pamela Okada Family Exempt Trust #1	Attn Melissa Schroth	300 Crescent Court Suite 700		Dallas	TX	75201
The Mark and Pamela Okada Family Exempt Trust #2	Attn Melissa Schroth	300 Crescent Court Suite 700		Dallas	TX	75201
The Mark and Pamela Okada Family Trust	Exempt Trust #1	300 Crescent Court	Suite 700	Dallas	TX	75201
The Mark and Pamela Okada Family Trust	Exempt Trust #2	300 Crescent Court	Suite 700	Dallas	TX	75201
The Mark and Pamela Okada Family Trust - Exempt Descendants Trust #1		300 Crescent Court		Dallas	TX	75201
The Mark and Pamela Okada Family Trust - Exempt Descendants Trust #2		300 Crescent Court	Suite 700	Dallas	TX	75201

Case 19-34054-sgj11 Doc 2747 Filed 08/19/21 Entered 08/19/21 16:03:15 Page 173 of
175

EXHIBIT E

Exhibit E

Multiple Party Address Packages
Served via First Class Mail

CreditorName	Address1	Address2	City	State	Zip
AMY JENKINS	13455 NOEL RD	STE 800	Dallas	TX	75240
Amy Mitts	13455 Noel Rd	Suite 800	Dallas	TX	75240
BENTLEY CALLAN	13455 NOEL RD	STE 800	Dallas	TX	75240
BILL CORNELIUS	13455 NOEL RD	STE 800	Dallas	TX	75240
BOYD GOSSE RAND	13455 NOEL RD	STE 800	Dallas	TX	75240
CLINT GILCHRIST	13455 NOEL RD	STE 800	Dallas	TX	75240
COURTNEY ORENT	13455 NOEL RD	STE 800	Dallas	TX	75240
Cummings Bay Capital Management, LP	13455 Noel Rd, Ste 800		Dallas	TX	75240
DAVID CRULL	13455 NOEL RD	STE 800	Dallas	TX	75240
DAVID SMITH	13455 Noel Rd	Ste 800	Dallas	TX	75240
EMERALD ORCHARD	13455 NOEL RD	STE 800	Dallas	TX	75240
GUSTAVO PRILICK	13455 Noel Rd, Ste 800		Dalals	TX	75240
HCM ACQUISITION COMPANY	13455 NOEL RD	STE 800	Dallas	TX	75240
HIGHLAND ALL CAP EQUITY VALUE FUND	13455 NOEL RD		Dallas	TX	75240
HIGHLAND CAPITAL REAL ESTATE ADVISORS	13455 NOEL RD		Dallas	TX	75240
HIGHLAND CDO HOLDING COMPANY	13455 NOEL RD	STE 800	Dallas	TX	75240
HIGHLAND CDO OPPORTUNITY FUND	13455 NOEL RD	STE 800	Dallas	TX	75240
HIGHLAND CREDIT OPPORTUNITIES FUND	13455 NOEL RD		Dallas	TX	75240
HIGHLAND CREDIT STRATEGIES FUND RIC	13455 NOEL RD STE 800		Dallas	TX	75240
HIGHLAND CRUSADER FUND	13455 NOEL RD	STE 800	Dallas	TX	75240
Highland Employee Retention Assets LLC	13455 Noel Rd	Ste 800	Dallas	TX	75240
HIGHLAND FINANCIAL CORP	13455 NOEL RD		Dallas	TX	75240
HIGHLAND FINANCIAL REAL ESTATE CORP	13455 NOEL RD		Dallas	TX	75240
HIGHLAND FINANCIAL TRUST	13455 NOEL RD		Dallas	TX	75240
Highland Funds Asset Management	13455 Noel Rd	Ste 800	Dallas	TX	75240
HIGHLAND LOAN FUNDING V	13455 NOEL RD	STE 800	Dallas	TX	75240

Appx. 00529

Exhibit E

Multiple Party Address Packages
Served via First Class Mail

CreditorName	Address1	Address2	City	State	Zip
HIGHLAND SELECT EQUITY FUND	13455 NOEL RD		Dallas	TX	75240
Highland Special Situations Fund	13455 Noel Rd		Dallas	TX	75204
JASON GREEN	13455 NOEL RD	STE 800	Dallas	TX	75240
JENNIFER JURRIUS	13455 NOEL RD	STE 800	Dallas	TX	75240
KEN KAPADIA	13455 NOEL RD	STE 800	Dallas	TX	75240
LARRY LINDSEY	13455 NOEL RD	STE 800	Dallas	TX	75240
LAURA KNIPP	13455 NOEL RD	STE 800	Dallas	TX	75240
Lauren Okada	13455 Noel Rd	suite 800	Dallas	TX	75240
LESLIE HARRIS	13455 NOEL RD	STE 800	Dallas	TX	75240
LINDY HEATHERINGTON	13455 NOELRD	STE 800	Dallas	TX	75240
Lisa Miller	13455 Noel Rd		Dallas	TX	75240
Luke Okada	13455 Noel St	Suite 800	Dallas	TX	75240
Michael Hasenauer	13455 Noel Rd	Suite 800	Dallas	TX	75240
Michael McLochlin	13455 Noel Rd. Ste 800		Dallas	TX	75240
MICKEY MINCES	13455 NOEL RD	STE 800	Dallas	TX	75240
MULTI-STRATEGY SUB FUND	13455 NOEL RD		Dallas	TX	75240
NATALIE HARALSON	13455 NOEL RD	STE 800	Dallas	TX	75240
NGUYEN, TIFFANY	13455 NOEL RD #800		DALLAS	TX	75240
REAL ESTATE FUND 2002-A	13455 NOEL RD	STE 800	Dallas	TX	75240
SCOTT BASHRUM	13455 NOEL RD	STE 800	Dallas	TX	75240
Scott Groff	13455 Noel Rd Suite 800		Dallas	TX	75240
SCOTT WILSON	13455 NOEL RD		Dallas	TX	75240
SHELBY NOBLE	13455 NOEL RD		Dallas	TX	75240
TAMRA APPELEGATE	13455 NOEL RD		Dallas	TX	75240
WILLIAM SMITH	13455 NOEL RD	STE 800	Dallas	TX	75240

Appx. 00530

EXHIBIT 14

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

PCMG TRADING PARTNERS XXIII, L.P.,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	Cause No. 3:21-cv-01169-N
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
<i>Defendant.</i>	§	

PLAINTIFF’S MOTION TO STAY ALL PROCEEDINGS

I.

NECESSITY OF MOTION

Plaintiff submits this Motion as a result of the effective date, August 11, 2021, of Defendant Highland Capital Management L.P.’s Chapter 11 plan of reorganization (the “Plan”). The Plan purports to exculpate Defendants from liability and enjoin Plaintiffs from pursuing actions against them. It also contains an assertion of exclusive jurisdiction by the bankruptcy court.

An appeal of the Plan, which the Fifth Circuit certified for direct appeal under 28 U.S.C. § 158(d), is now before the Court of Appeals and captioned *In re Highland Capital Management, L.P.*, No. 21-10449 (the “Fifth Circuit Appeal”). Each of the issues noted above is raised in the appeal. If successful, the appeal will overturn the exculpation, injunction, and assertion of exclusive jurisdiction in the Plan, allowing Plaintiffs to proceed with this action in this Court.

In the meantime, however, Plaintiff is enjoined from participating further in this pending case and therefore asks that it be stayed pending the outcome of the Fifth Circuit Appeal.

II.

BACKGROUND

On August 9, 2021, Plaintiff received notice that the Plan was now effective. *In re Highland Capital Management, L.P.*, No. 19-34054, Doc. 2700. Although one condition precedent to the effectiveness of the Plan is finality of the confirmation order, which can only happen once all appeals are resolved, that and all other conditions are waivable by the Debtor. *Id.*, Doc. 1943 at pdf 142-43 (Art. VIII at pp. 45-46). The Debtor's notice, which waived finality and any other unsatisfied conditions, makes the Plan's exculpation provisions and injunctions immediately effective.

As to exculpation, the Plan states,

Subject in all respects to ARTICLE XII.D of this Plan, to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of (i) the filing and administration of the Chapter 11 Case; (ii) the negotiation and pursuit of the Disclosure Statement, the Plan, or the solicitation of votes for, or confirmation of, the Plan; (iii) the funding or consummation of the Plan (including the Plan Supplement) or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Plan Distribution of any securities issued or to be issued pursuant to the Plan, including the Claimant Trust Interests, whether or not such Plan Distributions occur following the Effective Date; (iv) the implementation of the Plan; and (v) any negotiations, transactions, and documentation in connection with the foregoing clauses (i)-(iv); *provided, however*, the foregoing will not apply to (a) any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct or (b) Strand or any Employee other than with respect to actions taken by such Entities from the date of appointment of the Independent Directors through the Effective Date. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan, including ARTICLE IV.C.2, protecting such Exculpated Parties from liability.

Id. at pdf 144-45 (Art. IX.C at pp. 47-48 (emphasis added)). "Exculpated Parties" is a defined term in the Plan that includes the Defendants in this action. *Id.* at pdf 106 (Art. I at p. 9).

As to the injunction, the Plan states,

Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be permanently enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor or the property of the Debtor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Debtor or the property of the Debtor, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Debtor or the property of the Debtor, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Debtor or against property or interests in property of the Debtor, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

The injunctions set forth herein shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Debtor, including, but not limited to, the Reorganized Debtor, the Litigation SubTrust, and the Claimant Trust and their respective property and interests in property.

Subject in all respects to ARTICLE XII.D, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor or Reorganized Debtor, the administration of the Claimant Trust or the Litigation Sub-Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Protected Party; provided, however, the foregoing will not apply to a claim or cause of action against Strand or against any Employee other than with respect to actions taken, respectively, by Strand or by such Employee from the date of appointment of the Independent Directors through the Effective Date. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in ARTICLE XI, shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

Id. at pdf 147-48 (Art. IX.F at pp. 50-51 (emphasis added)). “Enjoined Parties” is a defined term in the Plan that includes Plaintiffs. *Id.* at pdf 105 (Art. I; ¶ 56 at p.8).

Because these provisions are currently in force and prohibit Plaintiff from continuing this action, and because the Fifth Circuit Appeal includes direct challenges to the validity of these very provisions, Plaintiff respectfully submits that the most efficient course of action is for this Court to stay this action until the Fifth Circuit Appeal is resolved. Plaintiff expects that any resolution of the Fifth Circuit Appeal will necessarily determine that the Plan’s exculpation and injunction provisions absolve Defendants of any liability or, alternatively, that this action can proceed.

III.

ARGUMENT

This Court should exercise its inherent powers to stay all proceedings in the case until the Fifth Circuit Appeal is decided.

The Fifth Circuit has long held that “[t]he district court possesses the inherent power to control its docket.” *Marine Chance Shipping v. Sebastian*, 143 F.3d 216, 218 (5th Cir. 1998). The exercise of that power is a discretionary one. *E.g.*, *Petrus v. Bowen*, 833 F.2d 581, 583 (5th Cir. 1987) (“A trial court has broad discretion and inherent power to stay discovery until preliminary questions that may dispose of the case are determined.”)

Here, Plaintiff asks this Court to exercise discretion in favor of efficiency and to stay all proceedings. Plaintiff respectfully submits that, until the appeal is resolved, many complex legal questions exist that may affect the viability of this action or the forum in which it should be litigated. Those questions—including the validity of the exculpation and injunction provisions quoted above—will likely be resolved by the Fifth Circuit Appeal. And therefore, Plaintiff submits, judicial economy may be gained by staying all proceedings in this action pending that appeal.

IV.

CONCLUSION

Plaintiff appears to be wholly prohibited from participating further in this action by the now-effective terms of the Plan that purport to enjoin Plaintiff and exculpate Defendants. In light of their inability to conduct the litigation and the pending Fifth Circuit Appeal, which that court has certified for direct appeal, Plaintiff respectfully submits that the most appropriate course for this Court is to stay all proceedings until the appeal is decided. Plaintiff therefore respectfully requests a stay and all further relief to which it may be entitled.

Dated: August 26, 2021

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

Mazin A. Sbaiti

Texas Bar No. 24058096

Jonathan Bridges

Texas Bar No. 24028835

JPMorgan Chase Tower

2200 Ross Avenue – Suite 4900W

Dallas, TX 75201

T: (214) 432-2899

F: (214) 853-4367

E: mas@sbaitilaw.com

jeb@sbaitilaw.com

Counsel for Plaintiff

EXHIBIT 15

DOCKET TEXT: 7 ELECTRONIC ORDER granting 6 Motion to Stay (6 Motion to Stay filed by PCMG Trading Partners XXIII LP terminated.) (Ordered by Judge David C Godbey on 9/7/2021) (chmb) [ORIGINALLY FILED IN 21-CV-1169 AS #7 ON 09/07/2021 IN U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION] (Okafor, Marcey)

EXHIBIT 16

**HIGHLAND CAPITAL MANAGEMENT, L.P.'S MOTION FOR
RECONSIDERATION OF STAY ORDER**

Highland Capital Management, L.P., a defendant in the above-captioned case (“Highland”), by and through its undersigned counsel, files this motion (the “Motion”) seeking reconsideration of the Stay Order (as defined below) that was recently entered by the Court without notice to, or opposition by, Highland. In support of its Motion, Highland states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to section 1334(a) and (b) of title 11 of the United States Code (the “Bankruptcy Code”).
2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1409.
3. The predicates for the relief requested in the Motion are 28 U.S.C. § 157(a), Rule 9019 of the Federal Rules of Bankruptcy Procedure (the Bankruptcy Rules), and Rule 59(a) of the Federal Rules of Civil Procedure.

RELIEF REQUESTED

4. Through this Motion, Highland requests that this Court issue the proposed form of order attached as **Exhibit A** (the “Proposed Order”) pursuant to 28 U.S.C. § 157(a).
5. For the reasons set forth more fully in *Highland Capital Management, L.P.’s Memorandum of Law in Support of Motion for Reconsideration of Stay Order* (the “Memorandum of Law”) filed contemporaneously with this Motion, Highland requests that the Court: (a) re-open the Stay Order, amend the findings and conclusions, and issue a new order denying the Stay Motion, and (b) grant such other and further relief as the Court deems just and proper.
6. In accordance with Rule 7.1 of the *Local Civil Rules of the United States District Court for the Northern District of Texas* (the “Local Rules”), contemporaneously herewith and in support of the Motion Highland is filing: (a) its Memorandum of Law, and (b) the *Appendix in*

Support of Motion for Reconsideration of Stay Order (the “Appendix”), together with the exhibits annexed thereto.

7. Based on the exhibits annexed to the Appendix and the arguments contained in the Memorandum of Law, Highland is entitled to the relief requested herein as set forth in the Proposed Order.

8. Notice of this Motion has been provided to all parties. Highland submits that no other or further notice need be provided.

WHEREFORE, Highland respectfully requests that the Court (i) enter the Proposed Order substantially in the form annexed hereto as **Exhibit A** granting the relief requested herein, and (ii) grant Highland such other and further relief as the Court may deem proper.

[Remainder of Page Intentionally Blank]

Dated: October 5, 2021.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
Robert J. Feinstein (NY Bar No. 1767805)
John A. Morris (NY Bar No. 266326)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
rfeinstein@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

CERTIFICATE OF SERVICE

I hereby certify that, on October 5, 2021, a true and correct copy of the foregoing Motion was served electronically upon all parties registered to receive electronic notice in this case via the Court's CM/ECF system.

/s/ Zachery Z. Annable

Zachery Z. Annable

EXHIBIT A

the Court finds and determines that Plaintiff has not met its burden of proving that a stay of the Action is warranted; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, and for the reasons set forth in the record on this Motion, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**.
2. Pursuant to Rule 59, the Court re-opens and vacates the Stay Order and enters this new Order **DENYING** the Stay Motion.

It is so ordered this _____ day of _____, 2021.

The Honorable David C. Godbey
United States District Judge

EXHIBIT 17

Highland Capital Management, L.P. (“Highland”), the putative defendant in the above-captioned case (the “Action”), by and through its undersigned counsel, files this motion (the “Motion”) to dismiss the Action. In support of its Motion, Highland states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to section 1334(a) and (b) of title 11 of the United States Code (the “Bankruptcy Code”).
2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1409.
3. The predicates for the relief requested in the Motion are 28 U.S.C. § 157(a), Rule 9019 of the Federal Rules of Bankruptcy Procedure (the Bankruptcy Rules), and Rules 12(b)(1), (3), (4), and (6) of the Federal Rules of Civil Procedure, made applicable in this Action pursuant to Bankruptcy Rule 7012.

RELIEF REQUESTED

4. Through this Motion, Highland requests that this Court issue the proposed form of order attached as **Exhibit A** (the “Proposed Order”) pursuant to 28 U.S.C. § 157(a).
5. For the reasons set forth more fully in *Highland Capital Management, L.P.’s Memorandum of Law in Support of Its Motion to Dismiss* (the “Memorandum of Law”) filed contemporaneously with this Motion, Highland requests that the Court: (a) dismiss the Action with prejudice, and (b) grant such other and further relief as the Court deems just and proper.
6. In accordance with Rule 7.1 of the *Local Civil Rules of the United States District Court for the Northern District of Texas* (the “Local Rules”), contemporaneously herewith and in support of the Motion Highland is filing: (a) its Memorandum of Law, and (b) the *Appendix in Support of Motion to Dismiss* (the “Appendix”), together with the exhibits annexed thereto.

7. Based on the exhibits annexed to the Appendix and the arguments contained in the Memorandum of Law, Highland is entitled to the relief requested herein as set forth in the Proposed Order.

8. Notice of this Motion has been provided to all parties. Highland submits that no other or further notice need be provided.

WHEREFORE, Highland respectfully requests that the Court (i) enter the Proposed Order substantially in the formed annexed hereto as **Exhibit A** granting the relief requested herein, and (ii) grant Highland such other and further relief as the Court may deem proper.

[Remainder of Page Intentionally Blank]

Dated: October 5, 2021.

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
Robert J. Feinstein (NY Bar No. 1767805)
John A. Morris (NY Bar No. 266326)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
rfeinstein@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

CERTIFICATE OF SERVICE

I hereby certify that, on October 5, 2021, a true and correct copy of the foregoing Motion was served electronically upon all parties registered to receive electronic notice in this case via the Court's CM/ECF system.

/s/ Zachery Z. Annable

Zachery Z. Annable

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

PCGM TRADING PARTNERS XXIII, L.P.,

Plaintiff,

vs.

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Defendant.

§
§
§
§
§
§
§
§
§
§
§

Case No. 3:21-cv-01169-N

ORDER GRANTING MOTION TO DISMISS

Before the Court is *Highland Capital Management L.P.’s Motion to Dismiss* [Docket No. ____] (the “Motion”).¹ Having considered: (a) the Motion; (b) *Highland Capital Management, L.P.’s Memorandum of Law in Support of Its Motion to Dismiss* [Docket No. ____] (the “Memorandum of Law”); and (c) the *Appendix in Support of Motion to Dismiss* [Docket No. ____] (the “Appendix”), and the exhibits annexed thereto; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that (a) venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. § 1409; (b) the Effective Date has occurred; (c) the Confirmation Order and Plan enjoin Plaintiff from continuing any action or suit against Highland and mandate that claims against Highland be brought in the Bankruptcy Court following the Effective Date pursuant to the Injunction Provision; (d) the purported claims asserted against Highland arise from transactions that took place post-petition and, to the extent

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Memorandum of Law.

valid, would constitute post-petition administrative claims; (e) the Plan provides a specific procedure through which holders of purported administrative claims, such as Plaintiff, can file an application with the Bankruptcy Court for allowance of its administrative expense claims; and (f) based on the foregoing, under the Confirmation Order and Plan, this Court is not the appropriate venue for this Action; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, and for the reasons set forth in the record on this Motion, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**.
2. The Action is **DISMISSED** with prejudice.

It is so ordered this _____ day of _____, 2021.

The Honorable David C. Godbey
United States District Judge

EXHIBIT 18

Civil Action No. 3:21-CV-1169-N

This Order addresses Defendant Highland Capital Management, L.P.’s (“HCM”) motion for reconsideration of this Court’s earlier order staying this case [8]. This case challenges a transaction consummated in the course of a consolidated bankruptcy proceeding and names as the sole defendant the debtor in that bankruptcy. The Court therefore concludes that this case constitutes a matter “related to” a case in the bankruptcy court under the meaning of this District’s Miscellaneous Order No. 33. Accordingly, the Court grants Defendant’s motion, lifts the stay, and refers this case to Judge Stacey G.C. Jernigan of the United States Bankruptcy Court for the Northern District of Texas, to be adjudicated as a matter related to the Chapter 11 Bankruptcy of HCM., Chapter 11 Case No. 19-34054. The Clerk of this Court and the Clerk of the Bankruptcy Court to which this case is referred are directed to take such actions as are necessary to docket this matter as an Adversary Proceeding associated with the aforementioned consolidated bankruptcy case.

Signed May 19, 2022.

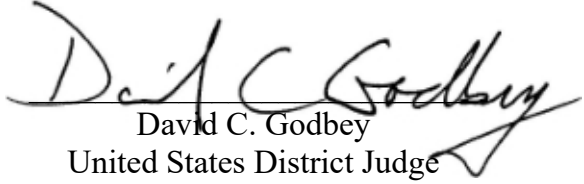

David C. Godbey
United States District Judge

EXHIBIT 19

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717) (*admitted pro hac vice*)

John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)

Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)

Hayley R. Winograd (NY Bar No. 5612569)

10100 Santa Monica Blvd., 13th Floor

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

HAYWARD PLLC

Melissa S. Hayward (Texas Bar No. 24044908)

Zachery Z. Annable (Texas Bar No. 24053075)

10501 N. Central Expy, Ste. 106

Dallas, TX 75231

Tel: (972) 755-7100

Fax: (972) 755-7110

Counsel for Highland Capital Management, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	
	§	Case No. 19-34054-sgj11
Reorganized Debtor.	§	
	§	
PCMG TRADING PARTNERS XXIII, L.P.,	§	
	§	
Plaintiff,	§	Adv. Proc. No. 22-03062-sgj
	§	
vs.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Defendant.	§	
	§	
	§	

**DECLARATION OF JAMES P. SEERY, JR., IN SUPPORT OF HIGHLAND CAPITAL
MANAGEMENT, L.P.'S AMENDED MOTION TO DISMISS**

¹ The Reorganized Debtor's last four digits of its taxpayer identification number are (8357). The headquarters and service address for the above-captioned Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.

I, James P. Seery, Jr., pursuant to 28 U.S.C. § 1746(a), under penalty of perjury, declare as follows:

1. During the bankruptcy case, I was first appointed as a member of the Board of Directors (the “Board”) of Strand Advisors, Inc. (“Strand”), the general partner of Highland Capital Management, L.P. (the “Highland” or the “Debtor,” as applicable).

2. I was later appointed as the Debtor’s Chief Executive Officer (“CEO”) and Chief Restructuring Officer (“CRO”).

3. In August 2021, upon the occurrence of the effective date of Highland’s Plan, I became reorganized Highland’s CEO.

4. I submit this Declaration in support of *Highland Capital Management, L.P.’s Amended Motion to Dismiss* (the “Motion”),² being filed concurrently with this Declaration. Unless stated otherwise, this Declaration is based on my personal knowledge, my review of the documents described below, and my communications with certain of Highland’s employees and counsel.

5. Highland has never advised an entity named “Highland Select Funds LP” nor has it ever served, directly or indirectly, as the general partner of any entity with that name.

6. Highland never caused an entity named “Highland Select Funds LP” to sell Structural and Steel Products, Inc. (“SSP”), or any other assets.

7. On information and belief, I do not believe an entity named “Highland Select Funds LP” has ever existed.

8. Highland did not directly own SSP and therefore could not be the party that sold it.

² Capitalized terms not defined herein shall have the meanings ascribed in the Motion.

9. At no time did Highland direct Plaintiff to invest or cause Plaintiff to invest in “Highland Select Funds LP.”

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: June 16, 2022

/s/ James P. Seery, Jr.
James P. Seery, Jr.

EXHIBIT 20

PCMG Trading Partners XXIII, L.P. (the "**Limited Partner**")
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
USA

January 19, 2021

Re. Highland Select Equity Fund, L.P. (the "**Fund**")

Dear Limited Partner,


This letter serves as notice that the undersigned, as general partner of the Fund (the "**General Partner**"), will effect the mandatory withdrawal of all of the limited partnership interests of the Fund held by the Limited Partner, with such withdrawal to take effect on February 19, 2021, resulting in the full withdrawal of the Limited Partner from the Fund.

The withdrawal proceeds will be paid in accordance with the Fund's Fifth Amended and Restated Limited Partnership Agreement and the Confidential Private Offering Memorandum of the Fund, which provides that the General Partner has the right to expel a limited partner of the Fund at any time, with or without cause.

Sincerely,

Highland Select Equity GP, LLC

By: Highland Capital Management, L.P., its sole member

By: 
Name: James P. Seery, Jr.
Title: Chief Executive Officer

PCMG Trading Partners XXIII, L.P. (the "**Limited Partner**")
c/o Highland Capital Management, L.P.
300 Crescent Court
Dallas, Texas 75201
USA

January 19, 2021

Re. Highland Select Equity Fund, L.P. (the "**Fund**")

Dear Limited Partner,

This letter serves as notice that the undersigned, as general partner of the Fund (the "**General Partner**"), will effect the mandatory withdrawal of all of the limited partnership interests of the Fund held by the Limited Partner, with such withdrawal to take effect on February 19, 2021, resulting in the full withdrawal of the Limited Partner from the Fund.

The withdrawal proceeds will be paid in accordance with the Fund's Fifth Amended and Restated Limited Partnership Agreement and the Confidential Private Offering Memorandum of the Fund, which provides that the General Partner has the right to expel a limited partner of the Fund at any time, with or without cause.

Sincerely,

Highland Select Equity GP, LLC

By: Highland Capital Management, L.P., its sole member

By: 

Name: James P. Seery, Jr.

Title: Chief Executive Officer

PCMG Trading Partners XXIII, L.P. (the "**Limited Partner**")

[REDACTED]

[REDACTED]

USA

January 19, 2021

Re. Highland Select Equity Fund, L.P. (the "**Fund**")

Dear Limited Partner,

This letter serves as notice that the undersigned, as general partner of the Fund (the "**General Partner**"), will effect the mandatory withdrawal of all of the limited partnership interests of the Fund held by the Limited Partner, with such withdrawal to take effect on February 19, 2021, resulting in the full withdrawal of the Limited Partner from the Fund.

The withdrawal proceeds will be paid in accordance with the Fund's Fifth Amended and Restated Limited Partnership Agreement and the Confidential Private Offering Memorandum of the Fund, which provides that the General Partner has the right to expel a limited partner of the Fund at any time, with or without cause.

Sincerely,

Highland Select Equity GP, LLC

By: Highland Capital Management, L.P., its sole member

By: 

Name: James P. Seery, Jr.

Title: Chief Executive Officer

EXHIBIT 21

INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT (this “*Agreement*”), dated effective as of March 31, 2015, by and among PCMG Trading Partners XXIII, L.P. (the “*Partnership*”), a Delaware limited partnership, Strand Advisors III, Inc. (the “*General Partner*”), a Delaware corporation, and Highland Capital Management, L.P. (the “*Investment Manager*”), a Delaware limited partnership. Capitalized terms used herein and not otherwise defined herein shall have the defined meanings given to such terms in the Limited Partnership Agreement of the Partnership, dated September 21, 1999, as amended from time to time (the “*Partnership Agreement*”), by and among the General Partner, as general partner, and the persons admitted thereto as Limited Partners.

In consideration of the mutual promises and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The General Partner hereby, and in accordance with the terms hereof and of the Partnership Agreement, delegates to the Investment Manager responsibility for the management, operation and control of the investment and trading activities of the Partnership, to the fullest extent permitted by law and the Investment Manager hereby accepts such appointment and agrees to perform its obligations in accordance with the terms hereof, the terms of the Partnership Agreement and the investment objectives, policies, guidelines and restrictions that from time to time may be set forth the Partnership Agreement. The Investment Manager hereby accepts and agrees to perform all of the duties delegated to it under this Agreement.

2. The Investment Manager shall not receive compensation for its services hereunder.

3. The Partnership shall reimburse the Investment Manager for operational and administrative fees and expenses incurred on behalf of the Partnership. The Partnership will reimburse the Investment Manager for SEC-related compliance expenses incurred by the Investment Manager in connection with providing services to the Partnership. The Investment Manager may, in its sole discretion, choose to absorb any expenses incurred on behalf of the Partnership.

4. The Investment Manager agrees to be bound by all of the terms and provisions of the Partnership Agreement applicable to it, as delegatee of the General Partner, as though expressly made a party thereto, and shall be governed by the same standard of care applicable to the General Partner in connection therewith. The General Partner, on behalf of the Partnership, agrees that the Investment Manager shall be entitled to all of the benefits of the Partnership Agreement applicable to it as a delegatee of the General Partner, including, without limitation, the right to reimbursement of expenses and the right to indemnification provided under the Partnership Agreement, if any.

5. This Agreement shall become effective on the date hereof and shall continue in effect until the earlier of the dissolution of the Partnership or termination by either the

Investment Manager or the General Partner on behalf of the Partnership upon at least 75 days' prior written notice.

6. This instrument, together with the Partnership Agreement, contains the entire agreement between the parties relating to the subject matter hereof. No provision of this Agreement may be amended without the written consent of the Investment Manager and the Partnership.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but the rights and obligations hereunder shall not, except as otherwise expressly provided herein, be assignable, transferable or delegable without the written consent of the other parties hereto and any attempted assignment, transfer or delegation thereof without such consent shall be void.

8. The Investment Manager agrees to notify the General Partner and the Partnership in writing within 30 days after any change in the membership of the Investment Manager.

9. The Investment Manager has the right to delegate certain aspects of its responsibilities to affiliated or related party entities.

10. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to principles of conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

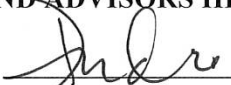
The parties have executed this Agreement by their representatives thereunto duly authorized, as of the day and year first above written.

PCMG TRADING PARTNERS XXIII, L.P.

By: Strand Advisors III, Inc., its general partner


By: 
Name: James Dondero, President

STRAND ADVISORS III, INC.

By: 
Name: James Dondero, President

HIGHLAND CAPITAL MANAGEMENT, L.P.

By: Strand Advisors, Inc., its general partner

By: 
Name: James Dondero, President